

PHILIPPINE BIDDING DOCUMENTS



Procurement of Janitorial Services for the Insurance Commission (IC) Manila Head Office, Cebu and Davao District Offices) and its Premises under a Three (3) – Year Service Agreement

Government of the Republic of the
Philippines
Insurance Commission

Project Reference No: 2019 – 07 - 207

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____ July 2019

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Section I. Invitation to Bid



Republic of the Philippines
Department of Finance
INSURANCE COMMISSION
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INVITATION TO BID

PROCUREMENT OF JANITORIAL SERVICES FOR THE INSURANCE COMMISSION (IC) (MANILA HEAD OFFICE, CEBU AND DAVAO DISTRICT OFFICES) AND ITS PREMISES UNDER A THREE (3) – SERVICE AGREEMENT (PROJECT REFERENCE No. 2019 – 07 – 207)

1. The Insurance Commission through its Special Account in the General Fund 151 and Multi-Year Obligation Authority (MYOA) No. MYOA-BMB-A-18-000083 issued by the Department of Budget and Management (DBM) dated 12 November 2018 intends to apply the sum of Six Million One Hundred Sixty Five Thousand & 00/100 Pesos (Php6,165,000.00), inclusive of 12% VAT, being the Approved Budget for the Contract (ABC) to payments under the contract for the **Procurement of Janitorial Services for the Insurance Commission (IC) (Manila Head Office, Cebu and Davao District office) and its Premises under a Three (3) year Service Agreement**. The contract to be bid has a duration of three (3) years. However, the mentioned ABC is for the first year only. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Insurance Commission (IC) now invites bids for the **Procurement of Janitorial Services for the Insurance Commission (IC) (Manila Head Office, Cebu and Davao District office) and its Premises under a Three (3) year Service Agreement**. Delivery of the Goods is required as indicated in the **Bid Data Sheet**. Bidders should have completed, **within three (3) years from the date of submission and receipt of bids, a contract similar to the Project**. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.

4. Interested bidders may obtain further information from the IC-BAC Secretariat and inspect the Bidding Documents at the address given below from **9:00 A.M. to 5:00 P.M., Monday to Friday.**
5. A complete set of Bidding Documents may be acquired by interested Bidders starting **17 July 2019** from the address below and upon payment of a nonrefundable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **TWENTY FIVE THOUSAND PESOS only (PHP25,000.00).**

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) (<https://www.philgeps.gov.ph>) and IC (<https://www.insurance.gov.ph>), provided that Bidders shall pay the nonrefundable fee for the Bidding Documents not later than the submission of their bids.

6. IC will hold a **Pre-Bid Conference** on **24 July 2019 1:30 P.M.** at the IC Function Room, Insurance Commission, 1071 United Nations Avenue, Ermita, Manila, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat at the address below on or before **07 August 2019, 1:30 P.M.** All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 18.

Bid opening shall be on **07 August 2019, 2:00 P.M.** at **IC Function Room, Insurance Commission, 1071 United Nations Avenue, Ermita, Manila.** Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.

8. IC 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 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
9. For further information, please refer to:

MR. EDWIN CORNELIUS A. LAUZ
BAC Chairperson
Insurance Commission
1071 United Nations Avenue, Ermita, Manila
523-8461 to 70 local 107
Email address : bacsec@insurance.gov.ph
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[SGD.] EDWIN CORNELIUS A. LAUZ
BAC Chairperson

Section II. Instructions to Bidders

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General

1. Scope of Bid

- 1.1. The Procuring Entity named in the **BDS** invites bids for the supply and delivery of the Goods as described in Section VII. Technical Specifications.
- 1.2. The name, identification, and number of lots specific to this bidding are provided in the **BDS**. The contracting strategy and basis of evaluation of lots is described in **ITB** Clause 28.

2. Source of Funds

The Procuring Entity has a budget or has received funds from the Funding Source named in the **BDS**, and in the amount indicated in the **BDS**. It intends to apply part of the funds received for the Project, as defined in the **BDS**, to cover eligible payments under the contract.

3. Corrupt, Fraudulent, Collusive, and Coercive Practices

- 3.1. Unless otherwise specified in the **BDS**, 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. In pursuance of this policy, the Procuring Entity:
 - (a) defines, for purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA 3019.
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.

- (iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
- (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
 - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB** Clause 3.1(a).

3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a bidder or supplier in the bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC** Clause 3.

4. Conflict of Interest

- 4.1. All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) below and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (g) below:
- (a) A Bidder has controlling shareholders in common with another Bidder;
 - (b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
 - (c) A Bidder has the same legal representative as that of another Bidder for purposes of this bid;
 - (d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process;
 - (e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid;
 - (f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid; or
 - (g) A Bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.
- 4.2. In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity (HoPE), members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:
- (a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
 - (b) If the Bidder is a partnership, to all its officers and members;

- (c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders;
- (d) If the Bidder is a cooperative, to all its officers, directors, and controlling shareholders or members; and
- (e) If the Bidder is a joint venture (JV), the provisions of items (a), (b), (c), or (d) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

Relationship of the nature described above or failure to comply with this Clause will result in the automatic disqualification of a Bidder.

5. Eligible Bidders

5.1. Unless otherwise provided in the **BDS**, the following persons shall be eligible to participate in this bidding:

- (a) Duly licensed Filipino citizens/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 organized under the laws of the Philippines; and
- (e) Persons/entities forming themselves into a Joint Venture (JV), *i.e.*, a group of two (2) or more persons/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 a Treaty or International or Executive Agreement as provided in Section 4 of RA 9184 and its IRR allow foreign bidders to participate;
- (b) Citizens, corporations, or associations 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. Government owned or controlled corporations (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. Unless otherwise provided in the **BDS**, the Bidder must have completed a Single Largest Completed Contract (SLCC) similar to the Project and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least equivalent to a percentage of the ABC stated in the **BDS**.

For this purpose, contracts similar to the Project shall be those described in the **BDS**, and completed within the relevant period stated in the Invitation to Bid and **ITB** Clause 12.1(a)(ii).

- 5.5. 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 submitted to the BIR.

For purposes of computing the foreign bidders' NFCC, the value of the current assets and current liabilities shall be based on their audited financial statements prepared in accordance with international financial reporting standards.

If the prospective 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. If issued by a foreign universal or commercial bank, it shall be confirmed or authenticated by a local universal or commercial bank.

6. Bidder's Responsibilities

- 6.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section VIII. Bidding Forms as required in **ITB** Clause 12.1(b)(iii).
- 6.2. The Bidder is responsible for the following:

- (a) Having taken steps to carefully examine all of the Bidding Documents;
- (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
- (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;
- (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided under **ITB** Clause 10.4.
- (e) Ensuring that it is not “blacklisted” or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
- (f) Ensuring that 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;
- (g) Authorizing the HoPE or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary’s Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
- (i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019;
- (j) Complying with existing labor laws and standards, in the case of procurement of services; Moreover, bidder undertakes to:
 - (i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

In case there is a finding by the Procuring Entity or the DOLE of underpayment or non-payment of workers’ wage and wage-related benefits, bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of Republic Act No.

9184 without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations.

- (ii) Comply with occupational safety and health standards and to correct deficiencies, if any.

In case of imminent danger, injury or death of the worker, bidder undertakes to suspend contract implementation pending clearance to proceed from the DOLE Regional Office and to comply with Work Stoppage Order; and

- (iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises; and

- (k) Ensuring that it 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.

Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

- 6.3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents.
- 6.4. It shall be the sole responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to be bid, including: (a) the location and the nature of this Project; (b) climatic conditions; (c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this Project.
- 6.5. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity. However, the Procuring Entity shall ensure that all information in the Bidding Documents, including bid/supplemental bid bulletin/s issued, are correct and consistent.
- 6.6. Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.

- 6.7. The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 6.8. The Bidder should note that the Procuring Entity will accept bids only from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

7. Origin of Goods

Unless otherwise indicated in the **BDS**, there is no restriction on the origin of goods other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, subject to **ITB** Clause 27.1.

8. Subcontracts

- 8.1. Unless otherwise specified in the **BDS**, the Bidder may subcontract portions of the Goods to an extent as may be approved by the Procuring Entity and stated in the **BDS**. However, subcontracting of any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.
- 8.2. Subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.
- 8.3. The Bidder may identify the subcontractor to whom a portion of the Goods will be subcontracted at any stage of the bidding process or during contract implementation. If the Bidder opts to disclose the name of the subcontractor during bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

Contents of Bidding Documents

9. Pre-Bid Conference

- 9.1. (a) If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.

(b) The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids, but not earlier than seven (7) calendar days from the posting of the invitation to bid/bidding documents in the PhilGEPS website. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the

contract to be bid, or when international participation will be more advantageous to the GOP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the **BDS**.

- 9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.
- 9.3 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.

10. Clarification and Amendment of Bidding Documents

- 10.1. 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 Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.
- 10.2. The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin, to be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of Bids.
- 10.3. Supplemental/Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 10.4. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS and the website of the Procuring Entity concerned, if available, and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of all Bidders who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 23.

Preparation of Bids

11. Language of Bids

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and shall be authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. The English translation shall govern, for purposes of interpretation of the bid.

12. Documents Comprising the Bid: Eligibility and Technical Components

12.1. Unless otherwise indicated in the **BDS**, the first envelope shall contain the following eligibility and technical documents:

(a) Eligibility Documents –

Class "A" Documents:

- (i) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of the IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with section 37.1.4 of the IRR.
- (ii) 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; and

Statement of the Bidder's SLCC similar to the contract to be bid, in accordance with ITB Clause 5.4, within the relevant period as provided in the **BDS**.

The two statements required shall indicate for each contract the following:

- (ii.1) name of the contract;
- (ii.2) date of the contract;
- (ii.3) contract duration;

- (ii.4) owner's name and address;
 - (ii.5) kinds of Goods;
 - (ii.6) For Statement of Ongoing Contracts - amount of contract and value of outstanding contracts;
 - (ii.7) For Statement of SLCC - amount of completed contracts, adjusted by the Bidder to current prices using PSA's consumer price index, if necessary for the purpose of meeting the SLCC requirement;
 - (ii.8) date of delivery; and
 - (ii.9) end user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements.
- (iii) NFCC computation in accordance with ITB Clause 5.5 or a committed Line of Credit from a universal or commercial bank.

Class "B" Document:

- (iv) If applicable, the Joint Venture Agreement (JVA) in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners in accordance with Section 23.1(b) of the IRR.
- (b) Technical Documents –
- (i) Bid security in accordance with **ITB** Clause 18. If the Bidder opts to submit the bid security in the form of:
 - (i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
 - (i.2) a surety bond, it shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments;
 - (ii) Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents; and
 - (iii) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VIII. Bidding Forms.

- (iv) 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.

13. Documents Comprising the Bid: Financial Component

13.1. Unless otherwise stated in the **BDS**, the financial component of the bid shall contain the following:

- (a) Financial Bid Form, which includes bid prices and the applicable Price Schedules, in accordance with **ITB** Clauses 15.1 and 15.4;
- (b) If the Bidder claims preference as a Domestic Bidder, a certification from the DTI issued in accordance with **ITB** Clause 27, unless otherwise provided in the **BDS**; and
- (c) Any other document related to the financial component of the bid as stated in the **BDS**.

13.2. (a) Unless otherwise stated in the **BDS**, all bids that exceed the ABC shall not be accepted.

(b) Unless otherwise indicated in the **BDS**, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:

- (i) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.
- (ii) The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the responsible unit of the procuring entity and that the estimates reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.
- (iii) The procuring entity has trained cost estimators on estimating prices and analyzing bid variances.
- (iv) The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.
- (v) The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.

14. Alternative Bids

- 14.1 Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.
- 14.2 Each Bidder shall submit only one Bid, either individually or as a partner in a JV. A Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid) will cause all the proposals with the Bidder's participation to be disqualified. This shall be without prejudice to any applicable criminal, civil and administrative penalties that may be imposed upon the persons and entities concerned.

15. Bid Prices

- 15.1. The Bidder shall complete the appropriate Schedule of Prices included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project.
- 15.2. The Bidder shall fill in rates and prices for all items of the Goods described in the Schedule of Prices. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Government, except those required by law or regulations to be accomplished.
- 15.3. The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), Delivered Duty Paid (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.
- 15.4. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - (a) For Goods offered from within the Procuring Entity's country:
 - (i) The price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable);

- (ii) The cost of all customs duties and sales and other taxes already paid or payable;
 - (iii) The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - (iv) The price of other (incidental) services, if any, listed in the **BDS**.
- (b) For Goods offered from abroad:
- (i) Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted 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**.
- (c) For Services, based on the form which may be prescribed by the Procuring Entity, in accordance with existing laws, rules and regulations

15.5. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or price escalation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to **ITB** Clause 24.

All bid prices for the given scope of work in the contract as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances. Upon the recommendation of the Procuring Entity, price escalation may be allowed in extraordinary circumstances as may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon approval by the GPPB. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GOP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

16. Bid Currencies

16.1. Prices shall be quoted in the following currencies:

- (a) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Pesos.
 - (b) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the currency(ies) 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 as published in the *Bangko Sentral ng Pilipinas* (BSP) reference rate bulletin on the day of the bid opening.
- 16.2. If so allowed in accordance with **ITB** Clause 16.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the foregoing exchange rates.
- 16.3. Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Pesos.

17. Bid Validity

- 17.1. Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.
- 17.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in **ITB** Clause 18 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

18. Bid Security

- 18.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount stated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Not Less than the Percentage of the ABC)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. <i>For biddings conducted by LGUs, the Cashier's/Manager's Check</i>	Two percent (2%)

<p><i>may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</p> <p><i>For biddings conducted by LGUs, Bank Draft/Guarantee, or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	<p>Five percent (5%)</p>

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the Bidder shall enter into contract with the procuring entity and furnish the performance security required under ITB Clause 33.2, within ten (10) calendar days from receipt of the Notice of Award, and commits to pay the corresponding amount as fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

- 18.2. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 18.3. No bid securities shall be returned to Bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest, or upon the lapse of the reglementary period to file a request for reconsideration or protest. Without prejudice on its forfeiture, bid securities shall be returned only

after the Bidder with the Lowest Calculated Responsive Bid (LCRB) has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in **ITB** Clause 18.2.

18.4. Upon signing and execution of the contract pursuant to **ITB** Clause 0, and the posting of the performance security pursuant to **ITB** Clause 33, the successful Bidder's bid security will be discharged, but in no case later than the bid security validity period as indicated in the **ITB** Clause 18.2.

18.5. The bid security may be forfeited:

- (a) if a Bidder:
 - (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 17;
 - (ii) does not accept the correction of errors pursuant to **ITB** Clause 28.3(b);
 - (iii) has a finding against the veracity of any of the documents submitted as stated in **ITB** Clause 29.2;
 - (iv) submission of eligibility requirements containing false information or falsified documents;
 - (v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
 - (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
 - (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;
 - (viii) refusal or failure to post the required performance security within the prescribed time;
 - (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
 - (x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;
 - (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or

- (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
- (b) if the successful Bidder:
 - (i) fails to sign the contract in accordance with **ITB** Clause 0;
or
 - (ii) fails to furnish performance security in accordance with **ITB** Clause 33.

19. Format and Signing of Bids

- 19.1. Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII. Bidding Forms on or before the deadline specified in the **ITB** Clauses 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 12.1, 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.
- 19.2. Forms as mentioned in **ITB** Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 19.3. The Bidder shall prepare and submit an original of the first and second envelopes as described in **ITB** Clauses 12 and 13. In addition, the Bidder shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.4. Each and every page of the Bid Form, including the Schedule of Prices, 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.
- 19.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

20. Sealing and Marking of Bids

- 20.1. Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 12 in one sealed envelope marked "ORIGINAL - TECHNICAL COMPONENT", and the original of their financial component in another sealed envelope marked "ORIGINAL - FINANCIAL COMPONENT", sealing them all in an outer envelope marked "ORIGINAL BID".

- 20.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. ____ - TECHNICAL COMPONENT” and “COPY NO. ____ – FINANCIAL COMPONENT” and the outer envelope as “COPY NO. ____”, respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 20.3. The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.
- 20.4. All envelopes shall:
- (a) contain the name of the contract to be bid in capital letters;
 - (b) bear the name and address of the Bidder in capital letters;
 - (c) be addressed to the Procuring Entity’s BAC in accordance with **ITB** Clause 1.1;
 - (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and
 - (e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with **ITB** Clause 21.
- 20.5. Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

Submission and Opening of Bids

21. Deadline for Submission of Bids

Bids must be received by the Procuring Entity’s BAC at the address and on or before the date and time indicated in the **BDS**.

22. Late Bids

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to **ITB** Clause 21, shall be declared “Late” and shall not be accepted by the Procuring Entity. The BAC shall record in the minutes of bid submission and opening, the Bidder’s name, its representative and the time the late bid was submitted.

23. Modification and Withdrawal of Bids

- 23.1. The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed and properly identified in accordance with ITB Clause 20, linked to its original bid marked as “TECHNICAL MODIFICATION” or “FINANCIAL MODIFICATION” and stamped “received” by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.
- 23.2 A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Letter of Withdrawal must be executed by the duly authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.
- 23.3. Bids requested to be withdrawn in accordance with **ITB** Clause 23.1 shall be returned unopened to the Bidders. A Bidder, who has acquired the bidding documents, may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
- 23.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder’s bid security, pursuant to **ITB** Clause 18.5, and the imposition of administrative, civil and criminal sanctions as prescribed by RA 9184 and its IRR.

24. Opening and Preliminary Examination of Bids

- 24.1. The BAC shall open the bids in public, immediately after the deadline for the submission and receipt of bids, as specified in the **BDS**. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the Bids submitted and reschedule the opening of Bids on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned.
- 24.2. Unless otherwise specified in the **BDS**, the BAC shall open the first bid envelopes and determine each Bidder’s compliance with the documents prescribed in **ITB** Clause 12, using a non-discretionary “pass/fail” criterion. If a Bidder submits the required document, it shall be rated “passed” for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall

be considered as “failed”. Otherwise, the BAC shall rate the said first bid envelope as “passed”.

- 24.3. Unless otherwise specified in the **BDS**, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated “passed”. The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in **ITB** Clause 13.2, the BAC shall rate the bid concerned as “failed”. Only bids that are determined to contain all the bid requirements for both components shall be rated “passed” and shall immediately be considered for evaluation and comparison.
- 24.4. Letters of Withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened.
- 24.5. All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.
- 24.6. In the case of an eligible foreign bidder as described in **ITB** Clause 5, the following Class “A” Documents may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned, which shall likewise be uploaded and maintained in the PhilGEPS in accordance with Section 8.5.2 of the IRR:
 - (a) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;
 - (b) Mayor’s/Business permit issued by the local government where the principal place of business of the bidder is located; and
 - (c) Audited Financial Statements showing, among others, the prospective bidder’s total and current assets and liabilities stamped “received” by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two years from the date of bid submission.
- 24.7. Each partner of a joint venture agreement shall likewise submit the requirements in **ITB** Clause 12.1(a)(i). Submission of documents required under **ITB** Clauses 12.1(a)(ii) to 12.1(a)(iii) by any of the joint venture partners constitutes compliance.
- 24.8. The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a

withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.

24.8 The bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids as read and the minutes of the bid opening shall be made available to the public upon written request and payment of a specified fee to recover cost of materials.

24.9 To ensure transparency and accurate representation of the bid submission, the BAC Secretariat shall notify in writing all bidders whose bids it has received through its PhilGEPS-registered physical address or official e-mail address. The notice shall be issued within seven (7) calendar days from the date of the bid opening.

Evaluation and Comparison of Bids

25. Process to be Confidential

25.1. Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the case of **ITB** Clause 26.

25.2. Any effort by a bidder to influence the Procuring Entity in the Procuring Entity's decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid.

26. Clarification of Bids

To assist in the evaluation, comparison, and post-qualification of the bids, the Procuring Entity may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by the Procuring Entity shall not be considered.

27. Domestic Preference

27.1. Unless otherwise stated in the **BDS**, the Procuring Entity will grant a margin of preference for the purpose of comparison of bids in accordance with the following:

(a) The preference shall be applied when the lowest Foreign Bid is lower than the lowest bid offered by a Domestic Bidder.

(b) For evaluation purposes, the lowest Foreign Bid shall be increased by fifteen percent (15%).

- (c) In the event that the lowest bid offered by a Domestic Bidder does not exceed the lowest Foreign Bid as increased, then the Procuring Entity shall award the contract to the Domestic Bidder at the amount of the lowest Foreign Bid.
 - (d) If the Domestic Bidder refuses to accept the award of contract at the amount of the Foreign Bid within two (2) calendar days from receipt of written advice from the BAC, the Procuring Entity shall award to the bidder offering the Foreign Bid, subject to post-qualification and submission of all the documentary requirements under these Bidding Documents.
- 27.2. A Bidder may be granted preference as a Domestic Bidder subject to the certification from the DTI that the Bidder is offering unmanufactured articles, materials or supplies of the growth or production of the Philippines, or manufactured articles, materials, or supplies manufactured or to be manufactured in the Philippines substantially from articles, materials, or supplies of the growth, production, or manufacture, as the case may be, of the Philippines.

28. Detailed Evaluation and Comparison of Bids

- 28.1. The Procuring Entity will undertake the detailed evaluation and comparison of bids which have passed the opening and preliminary examination of bids, pursuant to **ITB** Clause 24, in order to determine the Lowest Calculated Bid.
- 28.2. The Lowest Calculated Bid shall be determined in two steps:
- (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
 - (b) The ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.
- 28.3. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the following in the evaluation of bids:
- (a) Completeness of the bid. Unless the **BDS** allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Procuring Entity, except those required by law or regulations to be provided for; and

- (b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
- 28.4. 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, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the **BDS**.
- 28.5. The Procuring Entity's evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Schedule of Prices.
- 28.6. Bids shall be evaluated on an equal footing to ensure fair competition. 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 which shall be 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.
- 28.7. If so indicated pursuant to **ITB** Clause 1.2, Bids are being invited 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 18 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in BDS Clause 28.3.

29. Post-Qualification

- 29.1. The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 12, and 13.
- 29.2. Within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

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 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 in accordance with Section 69 of the IRR of RA 9184.

- 29.3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses 12 and 13, 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.
- 29.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the HoPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.
- 29.5. A negative determination shall result in rejection of the Bidder's Bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid with a fresh period to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the LCRB is determined for recommendation for contract award.
- 29.6. Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the LCRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.
- 29.7. In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated Bid. A request for reconsideration may be filed by the bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

30. Reservation Clause

- 30.1. Notwithstanding the eligibility or post-qualification of a Bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring

Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.

30.2. Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:

- (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
- (b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
- (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
 - (i) If the 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;
 - (ii) If the project is no longer necessary as determined by the HoPE; and
 - (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.

30.3. In addition, the Procuring Entity may likewise declare a failure of bidding when:

- (a) No bids are received;
- (b) All prospective Bidders are declared ineligible;
- (c) All bids fail to comply with all the bid requirements or fail post-qualification; or
- (d) The bidder with the LCRB refuses, without justifiable cause to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.

Award of Contract

31. Contract Award

- 31.1. Subject to **ITB** Clause 29, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB.
- 31.2. 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 LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.
- 31.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
- (a) Submission of the following documents within ten (10) calendar days from receipt of the Notice of Award:
 - (i) Valid JVA, if applicable; or
 - (ii) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign Bidder;
 - (b) Posting of the performance security in accordance with **ITB** Clause 33;
 - (c) Signing of the contract as provided in **ITB** Clause 0; and
 - (d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.
- 31.4. At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified in **Error! Reference source not found.**

32. Signing of the Contract

- 32.1. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 32.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to the Procuring Entity.

- 32.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 32.4. 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**.

33. Performance Security

- 33.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.
- 33.2. The Performance Security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
<p>(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</p> <p><i>For biddings conducted by the LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	<p>Five percent (5%)</p>

<p>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</p> <p><i>For biddings conducted by the LGUs, the Bank Draft/Guarantee or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	<p>Thirty percent (30%)</p>

33.3. Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall have a fresh period to initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the LCRB is identified and selected for recommendation of contract award. However if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.

34. Notice to Proceed

Within seven (7) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue the Notice to Proceed (NTP) together with a copy or copies of the approved contract to the successful Bidder. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.

35. Protest Mechanism

Decisions of the procuring entity at any stage of the procurement process may be questioned in accordance with Section 55 of the IRR of RA 9184.

Section III. Bid Data Sheet

Bid Data Sheet

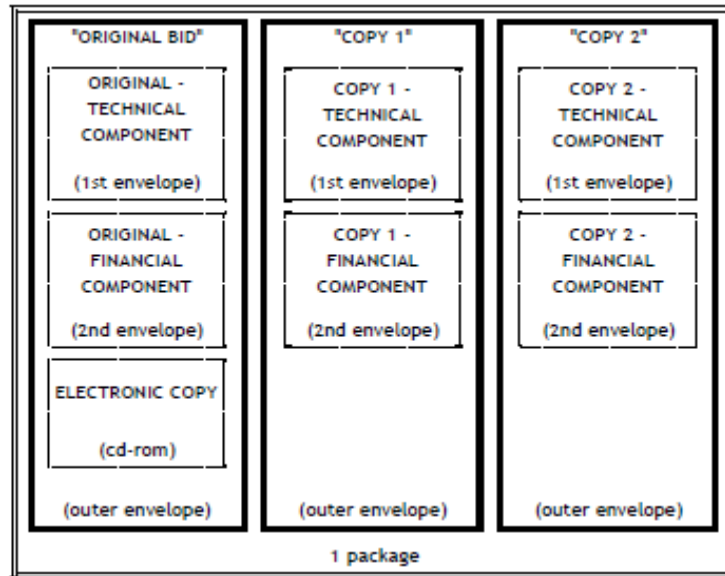
ITB Clause									
1.1	<p>The Procuring Entity is <i>the INSURANCE COMMISSION</i></p> <p>The name of the Contract is <i>Procurement of Janitorial Services for the Insurance Commission (IC) (Manila Head Office, Cebu and Davao District Offices) and its Premises under a Three (3) – Service Agreement</i></p> <p>The identification number of the Contract is</p> <p><i>Project Reference Number: 2019 – 07 - 207</i></p>								
1.2	<p>The name and reference number of the project is:</p> <p><i>Procurement of Janitorial Services for the Insurance Commission (IC) (Manila Head Office, Cebu and Davao District office) and its Premises under a Three (3) – Service Agreement</i></p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tbody> <tr> <td style="text-align: center;">IC – Manila</td> <td style="text-align: center;">20</td> </tr> <tr> <td style="text-align: center;">IC – Cebu District Office</td> <td style="text-align: center;">1</td> </tr> <tr> <td style="text-align: center;">IC – Davao District Office</td> <td style="text-align: center;">1</td> </tr> <tr> <td style="text-align: center;">Total no. of Janitorials</td> <td style="text-align: center;">22</td> </tr> </tbody> </table>	IC – Manila	20	IC – Cebu District Office	1	IC – Davao District Office	1	Total no. of Janitorials	22
IC – Manila	20								
IC – Cebu District Office	1								
IC – Davao District Office	1								
Total no. of Janitorials	22								
2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through <i>Special Fund 151 (SF 151) for the Fiscal Year 2019</i> in the amount of <i>SIX MILLION ONE HUNDRED SIXTY FIVE THOUSAND & 00/100 PESOS (P6,165,000.00) inclusive of 12% VAT and subject to applicable labor laws</i></p> <p>The name of the Project is:</p> <p><i>Procurement of Janitorial Services for the Insurance Commission (IC) (Manila Head Office, Cebu and Davao District Offices) and its Premises under a Three (3) – Service Agreement (Project Reference Number 2019 – 07 - 207)</i></p>								
3.1	No further instructions.								
5.1	No further instructions.								
5.2	Foreign bidders, except those falling under ITB Clause 5.2(b), may not participate in this Project.								

5.4	The Bidder must have completed, within three (3) years from the date of submission and receipt of bids as provided ITB Clause 12.1(a)(ii), a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
7	No further instructions.
8.1	Subcontracting is not allowed
8.2	Not applicable.
9.1	The Procuring Entity will hold a pre-bid conference for this Project on 24 July 2019 1:30 PM at the IC Function Room, Insurance Commission, 1071 United Nations Avenue, Ermita, Manila.
10.1	The Procuring Entity's address is: MR. EDWIN CORNELIUS A. LAUZ BAC Chairperson 1071 United Nations Avenue, Ermita, Manila 523-8461 to 70 local 107 Email address : bac@insurance.gov.ph BAC Secretariat : bacsec@insurance.gov.ph Website : www.insurance.gov.ph
12.1	Bidders shall submit PhilGEPS Certificate of registration and membership under Platinum Category including Annex "A" stating the details of documents maintained current, updated and uploaded to PhilGEPS.
12.1(a)(ii)	The bidder's SLCC similar to the contract to be bid should have been completed within Three (3) years prior to the deadline for the submission and receipt of bids.
12.1(b)(ii)	For the Conformity with Section VI (Schedule of Requirements) and Section VII (Technical Specifications), bidder shall use IC Form No. 06 of Section VIII. Bidding Forms.
13.1(b)	No further instructions.
13.1(c)	In addition, bidder shall submit IC Form No. 1, IC Form No. 1-A, IC Form 1-B
13.2	The ABC is Six Million One Hundred Sixty Five Thousand & 00/100 Pesos (P6,165,000.00) inclusive of 12% VAT and subject to applicable labor laws. Any bid exceeding this amount shall not be accepted.

13.1(b)	Not Applicable.
15.4(a)(iv)	No incidental services are required.
15.4(b)(i)	Not Applicable.
15.4(b) (ii)	No incidental services are required.
16.1(b)	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.
16.3	Payment shall be in Philippine Pesos.
17.1	Bids will be valid until 05 December 2019 .
18.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> 1. The amount of not less than <u>One Hundred Twenty-Three Thousand Three Hundred & 00/100 Pesos (P123,300.00)</u>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or 2. The amount of not less than <u>Three Hundred Eight Thousand Two Hundred Fifty & 00/100 Pesos (P308,250.00)</u>, if bid security is in Surety Bond. <p>If the Bid Security is in the form of cashier's/manager's check, the payee shall be "INSURANCE COMMISSION"</p> <p>If the bidder opts to submit a surety bond callable upon demand by a surety or insurance company, such surety or insurance company must be duly certified by the Insurance Commission as authorized to issue such security.</p> <p>In view of the intent of the GPPB to give bidders the freedom to choose any form of acceptable bid security, if the bidder opts to submit surety bond, the required certification to be submitted by the bidder together with the surety bond must:</p> <ol style="list-style-type: none"> i. Unequivocally state that the surety or insurance company is specifically authorized to issue surety bonds callable on demand, and ii. Must be issued by the Insurance Commission. <p>If the Bank Guarantee or SBLC is issued by a foreign bank located abroad, the same needs to be confirmed by a commercial or universal bank licensed to do business in the Philippines.</p>
18.2	The bid security shall be valid until 05 December 2019 .

20.3

Each Bidder shall submit one (1) original and two (2) copies of the technical and financial components of its bid as illustrated below:



In addition, all documents comprising the Technical and Financial Components shall be electronically scanned and recorded in a compact disc-read only memory [CD-ROM]. This CD-ROM shall be marked as "ELECTRONIC COPY" and shall be put inside the sealed envelope labeled "ORIGINAL BID".

All submissions must be contained and sealed in one (1) package.

Each sealed Bid shall be labeled as follows:

<HEADER/LABEL>
ATTENTION : **THE BAC CHAIRPERSON**
INSURANCE COMMISSION
1071 United Nations Avenue, Ermita Manila, 1000

NAME OF PROJECT : **SUBSCRIPTION OF OPEN-SOURCE DATABASE MANAGEMENT SYSTEM AND OPERATING SYSTEM LICENSES, ENTERPRISE EDITION**

PROJECT REFERENCE NO. : **2018 - 05 - ____**

DATE AND TIME OF OPENING BIDS : **BIDDER'S NAME AND SIGNATURE**

ADDRESS : **BIDDER'S ADDRESS**

DO NOT OPEN BEFORE DATE AND TIME OF OPENING OF BIDS

<HEADER/LABEL> shall be:

1. **"ORIGINAL BID PLUS TWO COPIES INSIDE"** – for the bid package
2. **"ORIGINAL BID"** – for the 1st outer envelope

	<p>1.1 “ORIGINAL - TECHNICAL COMPONENT” – for the 1st envelope inside the 1st outer envelope</p> <p>1.2 “ORIGINAL - FINANCIAL COMPONENT” – for the 2nd envelope inside the 1st outer envelope</p> <p>1.3 “ELECTRONIC COPY” – CD-ROM</p> <p>3. “COPY 1” – for the 2nd outer envelope</p> <p>a. “COPY 1 - TECHNICAL COMPONENT” – for the 1st envelope inside the 2nd outer envelope</p> <p>b. “COPY 1- FINANCIAL COMPONENT” – for the 2nd envelope inside the 2nd outer envelope</p> <p>4. “COPY 2” – for the 3rd outer envelope</p> <p>a. “COPY 2 - TECHNICAL COMPONENT” – for the 1st envelope inside the 3rd outer envelope</p> <p>b. “COPY 2- FINANCIAL COMPONENT” – for the 2nd envelope inside the 3rd outer envelope</p>
21	<p>The address for submission of bids is:</p> <p>MR. EDWIN CORNELIUS A. LAUZ Chairman, Bids and Awards Committee Ground Floor, Insurance Commission 1071 United Nations Avenue, Ermita, Manila, Philippines.</p> <p>The deadline for submission of bids is on 07 August 2019 at 1:30 P.M.</p>
24.1	<p>The place of bid opening is:</p> <p>Function Room, Insurance Commission 1071 United Nations Avenue, Ermita, Manila, Philippines.</p> <p>The date and time of bid opening is on 07 August 2019 at 2:00 P.M.</p>
24.2	No further instructions.
24.3	No further instructions.
27.1	No further instructions.
28.3 (a)	<p>Partial bid is not allowed.</p> <p>In all cases, the NFCC computation, if applicable, must be sufficient for all the lots or contracts to be awarded to the Bidder.</p>
28.4	In case of a tie between two or more Bidders, the GPPB Circular No. 06-2005 dated August 5, 2005 governing tie-breaking mechanism shall apply.
29.2	In addition, the bidder with the Lowest Calculated Bid shall submit certified true copies of the following documents:

	<p>a. Latest General Information Sheet (GIS) or Department of Trade and Industry (DTI) Certificate of registration;</p> <p>b. Taxpayer's Identification Number (TIN), Bureau of Internal Revenue (BIR) Registration Certificate;</p> <p>c. Clearance from Cluster Head Legal and Collection Group Social Security System (SSS) that it is up-to-date in remitting its contribution, Salary/Calamity Loan amortization with SSS Branch Office near its business address issued within the three (3) month period prior <u>OR MOST RECENT QUARTER PRIOR</u> to the bid opening date. (SSS Office Order No. 2011-055 Authorizing the Cluster Legal Heads to Sign and Issue SSS Clearance); and</p> <p>d. Certificate of SSS, Philhealth and HDMF registration as employer.</p> <p>During the Post Qualification, the original documents of the following shall be presented:</p> <p>1. Department of Trade and Industry (DTI) business name registration or Securities and Exchange Commission (SEC) registration certificate whichever is appropriate under existing laws of the Philippines;</p> <p>Current and valid Mayor's/Business Permit issued by the City or Municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;</p> <p>Articles of Incorporation and By-laws, if applicable;</p> <p>4. Tax Clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR). Provisionary Tax clearance is not acceptable under GPPB Resolution No. 1-2014.</p> <p>2018 Audited Financial Statement stamped received by the BIR.</p>
32.4(f)	No further instructions.

Section IV. General Conditions of Contract

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1. Definitions

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

- (a) “The Contract” means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) “The Goods” means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- (d) “The 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.
- (e) “GCC” means the General Conditions of Contract contained in this Section.
- (f) “SCC” means the Special Conditions of Contract.
- (g) “The Procuring Entity” means the organization purchasing the Goods, as named in the **SCC**.
- (h) “The Procuring Entity’s country” is the Philippines.
- (i) “The Supplier” means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the **SCC**.
- (j) The “Funding Source” means the organization named in the **SCC**.
- (k) “The Project Site,” where applicable, means the place or places named in the **SCC**.
- (l) “Day” means calendar day.
- (m) The “Effective Date” of the contract will be the date of signing the contract, however the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed and copy of the approved contract.

- (n) "Verified Report" refers to 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.

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

2.1. 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. In pursuance of this policy, the Procuring Entity:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
 - (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
 - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
 - (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative

proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

2.2. Further the Funding Source, Borrower or Procuring Entity, 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 **GCC** Clause 2.1(a).

3. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

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, telex, telegram, or facsimile to such Party at the address specified in the **SCC**, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.
- 5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the **SCC** for **GCC** Clause 5.1.

6. Scope of Contract

- 6.1. The Goods and Related Services to be provided shall be as specified in **Error! Reference source not found.**
- 6.2. 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. Any additional requirements for the completion of this Contract shall be provided in the **SCC**.

7. Subcontracting

- 7.1. Subcontracting of any portion of the Goods, if allowed in the **BDS**, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 7.2. If subcontracting is allowed, the Supplier may identify its subcontractor during contract implementation. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

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 shall, if so needed by the Supplier, make its best effort to 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 **GCC** Clause 6.

9. Prices

- 9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.
- 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, with the exception of any change in price resulting from a Change Order issued in accordance with **GCC** Clause 29.

10. Payment

- 10.1. Payments shall be made only upon a certification by the HoPE to the effect that the Goods have been rendered or 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 this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in **GCC** Clause 17.
- 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 performed, 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 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the schedule stated in the **SCC**.
- 10.4. Unless otherwise provided in the **SCC**, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.
- 10.5. Unless otherwise provided in the **SCC**, payments using Letter of Credit (LC), in accordance with the Guidelines issued by the GPPB, is allowed. For this purpose, the amount of provisional sum is indicated in the **SCC**. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.

11. Advance Payment and Terms of Payment

- 11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 11.2. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.
- 11.3. For Goods supplied from abroad, unless otherwise indicated in the **SCC**, the terms of payment shall be as follows:
 - (a) On Contract Signature: Fifteen Percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.
 - (b) On Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the **SCC** provision on Delivery and Documents.
 - (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the **SCC** provision on Delivery and Documents.

12. Taxes and Duties

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

13. 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** Clause 33.2.

- 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. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, 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.

14. Use of Contract Documents and Information

- 14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. 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. Any document, other than this Contract itself, enumerated in **GCC** Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

15. Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII. Technical Specifications; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

16. 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. 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 charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.
- 16.3. The Procuring Entity or its designated representative shall be entitled 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 may reject any Goods or any part thereof that fail to pass 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, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to **GCC** Clause 5.
- 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, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate 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. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the **SCC**. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the total Contract Price or other such amount if so specified in the **SCC**. The said amounts shall only be released after the lapse of the warranty period specified in the **SCC**; 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.
- 17.4. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **GCC** Clause 17.4, 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 under the applicable law.

18. 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 **Error! Reference source not found.**
- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding 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 22, the Procuring Entity shall evaluate the situation and may 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 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to **GCC** Clause 19, unless an extension of time is agreed upon pursuant to **GCC** Clause 29 without the application of liquidated damages.

19. Liquidated Damages

Subject to **GCC** Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity may rescind or terminate the Contract pursuant to **GCC** Clause 23, without prejudice to other courses of action and remedies open to it.

20. Settlement of Disputes

- 20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, 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.
- 20.3. 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.
- 20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."
- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

21. 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 repairing or replacing defective equipment.

22. Force Majeure

- 22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 22.2. 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 an event which the Supplier could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects 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.
- 22.3. 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 in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

23. Termination for Default

- 23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:
 - (a) Outside of *force majeure*, 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;
 - (b) 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 after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or
 - (c) The Supplier fails to perform any other obligation under the Contract.

- 23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under **GCC** Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.
- 23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

25. Termination for Convenience

- 25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.
- 25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance 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 and/or ready for delivery, the Procuring Entity may elect:
- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/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.
- 25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a

quantum meruit basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

26. Termination for Unlawful Acts

26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier 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, and coercive practices as defined in **ITB** Clause 3.1(a);
- (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.

27. Procedures for Termination of Contracts

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

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Implementing Unit, the HoPE shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
 - (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) 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 this Contract should not be terminated; and
 - (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;

- (d) 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 this 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 this Contract;
- (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above 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;
- (f) 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 this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE; and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

28. Assignment of Rights

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

29. Contract Amendment

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

30. Application

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1.1(g)	<p>The Procuring Entity is :</p> <p style="text-align: center;">INSURANCE COMMISSION (IC)</p>
1.1(i)	The Supplier is <i>[to be inserted at the time of contract award]</i> .
1.1(j)	<p>The Funding Source is</p> <p>The Government of the Philippines (GOP) through the Special Account in the General Fund 151 in the amount of Six Million One Hundred Sixty Five Thousand & 00/100 Pesos (P6,165,000.00) inclusive of 12% VAT and subject to applicable labor laws, that serves as the Approved Budget for the Contract (ABC) of the project.</p>
1.1(k)	<p>The Project Site are :</p> <p><i>Insurance Commission,</i></p> <p style="margin-left: 40px;">a) <u>Manila Office</u> - 1071 United Nations Avenue, Ermita Manila.</p> <p style="margin-left: 40px;">b) <u>Cebu District Office</u> – HVG IT Park, Subangdaku, Mandaue City</p> <p style="margin-left: 40px;">c) <u>Davao District Office</u> - Door 2 & 3, 3rd Floor of YAP Building, Quimpo Boulevard, Ecoland Davao City</p>
2.1	No further instructions.
5.1	<p>The Procuring Entity's address for Notices is:</p> <p>ATTY. DENNIS B. FUNA Insurance Commissioner 1071 United Nations Avenue, Ermita, Manila 523-8461 to 70 local 113</p> <p>The Supplier's address for Notices is:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p><i>[Insert address including, name of contact, fax and telephone number]</i></p>
5.2	A party may change its address for notices through a written notification by mail or fax to the other party's address at least fifteen (15) days prior to the date when the change of address takes effect.

6.2	Delivery of Goods and Services shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements.
10.3	No further instructions.
10.4	Not applicable.
10.5	Payment using LC is not allowed.
11.3	Maintain the GCC Clause.
13.4(c)	No further instructions.
16.1	The inspections and tests that will be conducted are: (a) Spot inspections of the performance of the janitors at any time it may deem necessary; (b) Semi-Annual performance report of each janitors deployed as evaluated by IC Employees based on the standard required by IC.;
17.3	No further instructions.
17.4	No further instructions.
21.1	If the Supplier is a joint venture, all parties or partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

Section VI. Schedule of Requirements

A. MANPOWER REQUIREMENT :

Supervisor	-	1
Janitors	-	21
Total Manpower	-	22

Height requirement for Males is at least 5'4" and for Females at least 5'0" and must be in legal age.

The janitors should at least be a high school graduate, and Technical Education and Skills Development Authority (TESDA) Certificate holder of courses or programs related to janitorial services.

DEPLOYMENT SCHEDULE

NO. OF JANITORIAL PERSONNEL	AREAS COVERED	DUTY SCHEDULE (MONDAY TO SATURDAY)
A. <u>MANILA HEAD OFFICE</u>		
1 – Supervisor	Shall Monitor All Areas	8 Hours
<i>IC Premises - Outside the Building</i>		
1 utility/ janitor	Outside of the Building Premises	8 Hours
2 utilities/janitors	Outside of the Building Premises	8 Hours
<i>IC Main Building, First (1st) Floor</i>		
1 - utility/janitor	Male and Female CRs	8 Hours
	Function Room	
	(Compliance Division) Hearing Room	

	Commissary Room	
	Hallway	
	Docket Room	
1 – utility/janitor	Library	8 Hours
	Two (2) Hearing Rooms	
	CAD Chief Room	
	Claims Adjudication Division (CAD) and Public Assistance & Mediation Division (PAMD)	
1 – utility/janitor	Two (2) Storage Rooms	8 Hours
	Ombudsman Room	
	Property and Supply Room	
	Hallway Leading to I.T. Room	
	Records Section Room	
1 – utility/janitor	IT Training Room	8 Hours
	IT Division (New) Conference Room	
	IC Data Center	
	Main Male and Female CR	
	Annex Building, Ground Floor	
1 – utility/janitor	Licensing Division	8 Hours

	Hallway	
	Two (2) Four (4) Mini Conference and File Storage Areas	
	Microinsurance Division	
	Regulation, Enforcement and Prosecution Division	
	Conservatorship, Receivership & Liquidation Division (CRL)	
1 - utility/janitor	Non-Life Division	8 Hours
	Life/MBA/Trust Division	
	Hallway	
	Male and Female CR	
<i>IC Main Building, Second (2nd) Floor</i>		
1 - utility/janitor	Stairways Leading to Rating Division	8 Hours
	Rating Division	
	Male and Female CR	
	Brokers Examination Division	
	Small Room with CR	
	Statistics & Research Division	
	Fire Exit/Back Door Stairway, Ground Floor	
1 - utility/janitor	Pre-Need Division	8 Hours

	Actuarial Division	
	Two (2) Four (4) Mini Conference Areas	
	AMLA Division	
	Investment Services Division	
	Reinsurance Division	
	Hallway	
1 - utility/janitor	Main Stairways leading to Ground Floor Lobby	8 Hours
1 - utility/janitor	Cashier	8 Hours
	Administrative Division	
	HR Division	
	Planning Division	
	COA Room	
	Budget Division	
	Accounting Division	
1 - utility/janitor	DepCom on Technical Services	8 Hours
	Pantry and Storage Room	
	Hallway/Lobby	
	Commissioner's Staff	
1 - utility/janitor	OCOM's Office	8 Hours

	Ante Rooms	
	Kitchen	
	CR	
	Boardroom	
2 - utilities/ janitors	DepCom for Mgt. Support Services; Legal and Financial Examination	8 Hours
	Lobby/Hallway	
	DepComs' Staff	
	Staff CR	
	Stairways Leading to Function Room	
1 - utility/ janitor	Ground Floor Lobby	8 Hours
	Second Floor Lobby	
	Executive Lounge	
1 - utility/ janitor	Main Female CR in front of the Cashier, Second Floor	8 Hours
	Main Female CR near IT Conference Room, Ground Floor	
	Prayer Room, Ground Floor	
B. CEBU DISTRICT OFFICE		
NO. OF JANITORIAL PERSONNEL	AREAS COVERED	DUTY SCHEDULE (MONDAY TO FRIDAY)
1 - utility/ janitor	IC Cebu District Office Premises	8 hours

NO. OF JANITORIAL PERSONNEL	AREAS COVERED	DUTY SCHEDULE (MONDAY TO FRIDAY)
C. DAVAO DISTRICT OFFICE		
1 utility/ janitor	IC Davao District Office Premises	8 Hours

The required uniform for all the Janitors shall be:

For Male : Agency Uniform (with collar)
Black Shoes

For Female : Agency Uniform (with collar)
Black Shoes

The Insurance Commission may request for additional four (4) janitors as the need arises.

B. TOOLS AND EQUIPMENT REQUIREMENT

IC's REQUIREMENT		UNIT	Max. AGE (in years)
MANILA OFFICE			
1	Floor Polisher	4	3
2	Pressure Washer	1	3
3	Wet/Dry Vacuum Cleaner	2	3
4	Squeegee with metal Handle	10	Brand new
5	8 ft. Ladder	1	2
6	10 ft. Ladder	2	2
7	Signage	5	Brand new
8	Mop Squeezer	3	2
9	Liquid Soap Dispenser	10	Brand new
10	Wheelbarrow	2	3
11	Scissors (for Gardening)	2	Brand new
12	Bolo	2	Brand new
13	Water hose 90 meters with coupling	2	Brand new
14	Water pail	9	Brand new

15	Dipper	10	
16	Rake (metal)	4	Brand new
17	Grass cutter	1	Brand new
18	Pruning Scissors	1	Brand new
19	4 ft. waste segregation bins (with labels: Biodegradable, Recyclable, and Others)	6	Brand new
20	Telescopic Chainsaw	1	Brand new
CEBU DISTRICT OFFICE			
1	Floor polisher	1	3
2	Wet/Dry Vacuum Cleaner	1	3
3	Squeegee with metal	1	Brand new
4	8ft. ladder	1	2
5	Mop Squeezer	1	Brand new
6	Liquid soap Dispenser	1	3
7	Water pail	2	Brand new
8	Dipper	2	Brand new
DAVAO DISTRICT OFFICE			
1	Floor polisher	1	3
2	Wet/Dry Vacuum Cleaner	1	3
3	Squeegee with metal	1	Brand new
4	8ft. ladder	1	2
5	Mop Squeezer	1	Brand new
6	Liquid soap Dispenser	1	3
7	Water pail	2	Brand new
8	Dipper	2	Brand new

C. SUPPLIES AND MATERIALS REQUIREMENT

1. MONTHLY MATERIALS

DESCRIPTION	TOTAL QUANTITY PER YEAR	UNIT
All-purpose cleaner	24	gallons

Dishwashing Liquid	12	gallons
Disinfectant (Zonrox*)	48	gallons
Toilet Bowl Cleaner, branded	24	gallons
Rags	84	kilos
Liquid Soap, branded	72	gallons
Tissue Paper	768	Packs (10pcs/pack)
Paper Towel	500	Plastic Pack
Trash Bag (Small, biodegradable)	3204	pieces
Trash Bag (XL, biodegradable, Transparent)	3504	pieces
Powder Soap, branded	168	kilos
Deodorant Cake (Albatross*) with plastic holder	144	pieces
Scrubbing Pad 4' x 6'	180	pieces
Cleanser (Ajax*)	60	Paper cans
Carpet Shampoo, branded	24	gallons
Air Freshener (Glade*)	96	Cans
Glass Cleaner, branded	8	gallons
Furniture Polish (Pledge*)	48	Gallons
Fabric Softener (Downy)	24	Gallons
Steel Wool	96	Reams
Face Mask	120	Pieces
Insect killer water based (Baygon*)	60	Cans
Complete Wax	12	Gallons
All-purpose cleaner	12	gallons
Dishwashing Liquid	2	gallons
Disinfectant (Zonrox*)	4	gallon
Toilet bowl Cleaner, Branded	4	gallons
Rags	4	kilos
Liquid soap, Branded	2	gallon
Tissue Paper	96	Packs (10pcs/pack)
Trash Bag (XL, biodegradable, Transparent)	120	pieces

Deodorant cake (Albatross*)	24	Pieces
Cleanser (Ajax*)	4	Paper cans
Air Freshener (Glade*)	12	cans
Glass cleaner, branded	2	bottle
Insect killer water based (Baygon*)	3	Cans
All-purpose cleaner	12	gallons
Dishwashing Liquid	12	gallons
Disinfectant (Zonrox*)	12	gallon
Toilet bowl Cleaner, Branded	6	gallons
Rags	10	kilos
Liquid soap, Branded	10	gallon
Tissue Paper	100	Packs (10pcs/pack)
Trash Bag (XL, biodegradable, Transparent)	120	pieces
Deodorant cake (Albatross*)	50	Pieces
Scrubbing Pad 4' x 6'	30	Pieces
Cleanser (Ajax*)	30	Paper Cans
Air Freshener (Glade*)	15	Cans
Glass Cleaner, branded	10	Gallons
Furniture Polish (Pledge*)	10	Gallons
Face Mask	24	Pieces
Insecticide (Baygon-biggest bottle*)	3	Cans
Complete Wax	1	Gallons

2. QUATERLY MATERIALS

DESCRIPTION	TOTAL QUANTITY PER YEAR	UNIT
Mop Head	80	Pieces
Chamois	240	Pieces
Floor Polish/ liquid crystalizer (Terra Nova Wax*)	12	Gallons

Floor Mop	30	Pieces
Furniture Polish (Pledge*)	30	Cans
Metal Polish	12	Cans
Soft Broom	50	Pieces
Broom with plastic connector	10	Pieces
Rubber Hand gloves	40	Pieces
Stick broom	70	Pieces
Liquid Pesticide (Malathione)	4	Bottles
Fertilizer (Urea and Complete*)	20	Kilos
Chamois	6	pieces
Floor Polish/ liquid crystalizer (Terra Nova Wax*)	1	gallons
Floor Mop	8	pieces
Furniture Polish (Pledge*)	2	cans
Soft Broom	6	pieces
Stick broom	5	pieces
Chamois	6	pieces
Floor Polish/ liquid crystalizer (Terra Nova Wax*)	1	gallons
Floor Mop	8	pieces
Furniture Polish (Pledge*)	2	cans
Soft Broom	6	pieces
Rubber Hand gloves	20	pieces
Stick broom	5	pieces

SEMI-ANNUAL MATERIALS

DESCRIPTION	TOTAL QUANTITY PER YEAR	UNIT
Stripping Pad No. 16 Green	6	pieces

Scrubbing Pad No. 16 Black	15	pieces
Polishing Pad 16"	10	pieces
Scrubbing Pad No. 16 Black	4	piece
Scrubbing Pad No. 16 Black	4	piece

4. ANNUAL MATERIALS

DESCRIPTION	TOTAL QUANTITY PER YEAR	UNIT
Putty Knife	10	Pieces
Pail	6	Pieces
Mop Handle	50	Pieces
Ceiling Broom	6	Pieces
Toilet Bowl Brush w/ Handle	24	Pieces
Toilet Rupper Pump	30	Pieces
Toilet Brush Cleaner	40	Pieces
Metal Dustpan (Outdoor)	6	Pieces
Dustpan (Indoor)	20	Pieces
Shower/water Dipper	10	Pieces
Trash Can Oval (Small) for CR Cubicle	40	Pieces
Putty Knife	2	Pieces
Pail	2	Pieces
Ceiling Broom	1	Pieces
Toilet Brush Cleaner	6	Pieces
Metal Dustpan (Outdoor)	1	Pieces
Dustpan (Indoor)	1	Pieces
Shower/water Dipper	4	Pieces
Trash Can Oval (Small) for CR Cubicle	3	Pieces
Putty Knife	2	Pieces
Pail	2	Pieces

Ceiling Broom	1	Pieces
Toilet Brush Cleaner	6	Pieces
Metal Dustpan (Outdoor)	1	Pieces
Dustpan (Indoor)	3	Pieces
Shower/water Dipper	2	Pieces
Trash Can Oval (Small) for CR Cubicle	3	Pieces

Legend: * or its equivalent

Note:

1. The supplies and materials shall be delivered to IC at least ten (10) days before the end of each preceding month.
2. IC shall receive the delivery of supplies and materials from the Service Agency. Issuance of the supplies and materials will be administered by IC.
3. In such cases that the Procuring Entity shall be needing some item/s or materials/s which are not listed above, the contractor shall provide those without additional cost but in lieu only of the unconsumed item/s or material/s provided in above requirements.
4. Contract Schedule

The contract is for three (3) years unless sooner terminated for cause and it may be extended, but such extension shall not exceed one (1) year.

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

Name of Company

Address

Signature over Printed Name (Duly authorized to sign the Bid)

Telephone/Fax Number

Section VII. Technical Specifications

Technical Specifications

1. CONTRACTOR

A. **Scope of Work**

The services to be performed by the Supplier shall essentially consist of janitorial services such as, but not limited to, supply of labor, tools, equipment, supplies/materials for the Procuring Entity's janitorial manpower requirement of twenty one (21) janitors and one (1) supervisor.

A.1. Daily Routine Schedule

1. Sweeping, mopping, polishing and/or dusting of all tiled and marbled floors including, corridors, lobbies, entrance driveway, and walkways. These areas have to be serviced continuously during hours of public use to guarantee cleanliness throughout the day.
2. Vacuuming all carpet floors between 6:00 am to 7:00 am and as necessary.
3. Cleaning and dusting of tables, chairs, cabinet tops, artworks (paintings, murals, scroll), and other office/room furniture/equipment and washrooms.
4. Cleaning, deodorizing and disinfecting of comfort rooms three (3) times a day (subject to the supervisor's inspection).
5. Thorough cleaning of all glass panels/doors/windows and glass walls by means of the approved glass cleaner.
6. Cleaning and spot removing on all vertical and overhead surfaces.
7. Cleaning and dusting of all railings, counters and doorknobs.
8. Emptying and cleaning of ashtrays, and waste cans/baskets and proper disposal of garbage.
9. Emptying and collection of trash twice a day (1:00PM and 5:00PM) and as necessary.
10. Keeping free of obstructions of all corridors/hallways, lobbies, entrances and stairways.
11. Checking/closing of all doors before retiring.
12. Report necessary repair works in their work areas to Procuring Entity's authorized representative/s immediately.
13. Sweeping, cleaning of driveways and parking areas.

14. Watering and general care of indoor plants.
15. Perform other duties as may be required/assigned from time to time with respect to janitorial, sanitation and utility works.

A.2. Weekly Activities

1. Dry shampooing with approved brand of all carpet floors and fabric upholstered furniture (by schedule).
2. Thorough vacuum cleaning of all carpet floors.
3. Thorough washing with soap and water and application of approved wax on all floors. Stripping of old wax on floors must be done, if necessary.
4. Refinishing, waxing and polishing of all tiled and marbled floors.
5. Washing and scrubbing of hallways. Stripping of soap above the baseboard and on legs of tables.
6. Thorough cleaning of the glass walls inside surfaces by means of approved glass cleaner.
7. Washing and cleaning of lighting diffusers (by schedule).
8. Cleaning of vertical walls, ceilings and doors.
9. Cleaning of all trash cans by water washing.
10. Thorough cleaning and disinfecting of all comfort rooms.
11. Polishing of all railings, counters and doorknobs.
12. Polishing of all metal signs, reception table and stair nosing.
13. Dusting of all paintings, bulletin boards, other wall hangings and fire extinguishers.
14. Dusting of all blinds and vertical draperies.
15. Removing cobwebs on all floors/rooms.
16. Thorough cleaning of tables, furniture and fixtures at all function rooms.
17. Cleaning of all chairs at the function rooms.
18. Thorough cleaning of refrigerators and disposal of left over foods.

A.3. Monthly Activities

1. Washing with soap and water of leatherette upholstered furniture (by schedule).
2. Stripping of old wax on floors.
3. Thorough washing and scrubbing of floors by means of approved cleaner.
4. Washing and cleaning of lighting diffusers (by schedule)

A.4. Quarterly Activities

1. General cleaning of ceilings, walls and other surfaces which are not reached daily or weekly.
2. General cleaning and checking of electrical boxes/light diffusers.
3. Provide custodial services such as general washing of Venetian blinds

A.5. Garbage/Trash Collection and Disposal

1. Trash collection shall be done at least twice a day from Monday thru Saturday and/or upon discretion of Procuring Entity authorized representative. Trash cans/bins shall be made available at all times from 8:00 AM to 5:00 PM.
2. Trash shall be collected from all pick-up points and specified temporary trash collection areas.
3. Cleaning/sweeping of each pick-up point surrounding the specified temporary dumping areas.
4. Cleaning of all trash bins after trash collection by water washing.
5. Garbage/trash collection and disposal activities must have completed on the first cycle by 1:30 PM of every working day. The second cycle must commence not earlier than 5:00 PM of every working day.
6. Disposal/dumping area for garbage/trash collected shall be in the building designated area.

A.6. Miscellaneous Services

1. Carrying or hauling of furniture and fixtures, office supplies and equipment.
2. Reporting of breakage and electrical malfunctions.
3. Messengerial services within the IC premises.
4. Carpentry, plumbing services and minor repairs.

5. Regular cleaning of gutters
6. Quarterly insects spraying services.
7. Other services that may be required by the IC.

A.7. Garden Maintenance

1. Regular watering of lawns and plants.
2. Regular trimming of grasses.
3. Sweeping and removal of dried leaves.
4. Cleaning of garden and disposal of trash.
5. Regular application of fertilizers to plants and garden.
6. Cultivation, landscaping and general care of plants and garden.

B. Manpower Requirements

1. The Supplier shall assign and provide Procuring Entity with qualified and trained janitors who possess the following minimum qualifications:
 - a. Must be at least high school graduate;
 - b. Must be physically and mentally fit; well groomed; of legal age; trained and found to be courteous, efficient, honest, reliable, trustworthy, cooperative and not addicted to or dependent on prohibited drugs or intoxicating liquor;
 - c. Must be subjected to and passed drug testing from an authorized drug testing centers, and shall provide certification on drug test result;
 - d. Must present a Certificate of Good Moral Character from the concerned Barangay. Any misrepresentation by the Supplier with respect to such qualification shall be sufficient ground for cancellation/termination of the contract.
 - e. Must have undergone a Technical Education and Skills Development Authority (TESDA) training on janitorial services or its equivalent;
 - f. Supervisor shall have completed a two (2) year college/vocational course. The Supervisor should never be substituted by a janitor if he/she does not possess the same qualification.

- g. The Supervisor shall act and make decisions in behalf and for the account of the Service Agency on matters arising from questions or complaints raised by IC or by service personnel themselves.
 - h. The Supervisor shall exercise close supervision over the work of the assigned service personnel.
 - i. Must present two (2) copies of his/her tickler everyday to the security guards, one (1) copy of which to be submitted to the latter.
2. The Supplier's personnel shall be evaluated/interviewed and confirmed by the Procuring Entity prior to their deployment at the Procuring Entity's option. They have to submit/present their resume/bio data, latest medical/health clearance, latest drug test certificate, latest NBI Clearances. The Supplier should provide the Procuring Entity with employees of good moral character.
 3. The Service Agency shall provide a list of incoming service personnel who will assume duties at the Insurance Commission together with their individual bio-data and mandatory clearances including sketch/location of their exact current, permanent addresses and shall be submitted three (3) days in advance to the Administrative Division for scrutiny and approval.
 4. The Procuring Entity shall have the right to reject Supplier's personnel if they do not meet the qualification standard required and manning specifications and/or fails to submit the necessary clearances and documents required, or fails to comply will all employment requirements. Prior to commencement of the Contract, the Supplier should see to it that all personnel to be deployed to the Procuring Entity premises have valid ID's to allow access/entry.
 5. The Service Agency shall provide uniforms and nametags to its service personnel appropriate to their positions. The type of uniforms to be used shall have the prior approval of IC.
 6. The Procuring Entity shall have the right to ban or suspend the Supplier's employee with due coordination with the Supplier if he/she has neglected his/her duties to cause damage to the Procuring Entity, or has violated any rules and regulations particularly those detrimental to the safety and security of life and property of Procuring Entity, its employees and the public.
 7. The number of personnel may, upon discretion of the Procuring Entity, be increased or decreased, depending upon the actual requirement or necessity of the services. The Supplier shall secure from the Procuring Entity prior confirmation of their monthly personnel deployment. Corresponding billing shall be adjusted accordingly.

8. The Supplier's authorized representative shall present all personnel assigned to the contract for inspection and additional instructions from the Procuring Entity representative. An inspection area shall be designated outside of each schedule area of work place, upon completion of day's work as well as before the egress of each schedule area of work place upon completion of day's work. It is in these areas where all duly issued site identification cards will be issued prior to the commencement of the day's work and surrendered prior to the end of the day's work.
9. All absences, tardiness and under time shall be deducted from the labor cost of the Supplier's billing. Since these actions affect not only the Supplier but the Procuring Entity as well, thus the Procuring Entity authorized representative may direct the Supplier to remove such habitual offender/s from the list of assigned personnel. The Daily Time Card (DTC) shall be properly filled up for each assigned personnel and shall be punched in/out individually on the appropriate portion of the bundy clock. The Supplier's authorized representative shall submit to the Administration Manager these DTC after the 15th and the end of each month for approval.
10. Supplier personnel shall be in complete agency uniform with proper identification card at all times.
11. The Supplier shall submit in writing the list of regular personnel in alphabetical order. It should also indicate their respective Social Security System (SSS), Philhealth, Pag-ibig and Tax Identification Number.
12. The Supplier shall inform the Procuring Entity in writing on the first hour of working day, any intention of terminating, replacing, transferring and/or relieving his personnel provided that the Supplier shall comply with all requirements of the Labor Code, as amended in affecting such transfer or relief. Alternate personnel shall not be allowed to assume duties of the regular personnel unless with a written notification duly received and accepted by the Procuring Entity. Said alternate personnel shall have likewise, complied with all the hiring requirements of the Supplier. No personnel shall be allowed to hold more than one position. Similarly, the Supplier, upon advice of the Procuring Entity, shall replace any of its personnel whose performance does not meet the Procuring Entity's satisfaction.
13. The Supplier's Supervisor shall see to it that the work assignments are strictly followed. All assigned personnel shall have their permanent work assignments but may be reshuffled by the Procuring Entity authorized representative from time to time and whatever necessary may direct the Supplier to remove an employee for the best interest of the Procuring Entity.
14. The Supplier shall not be allowed to employ trainees/apprentices to perform regular work herein contracted.

15. Any misinterpretation by the Supplier with respect to the foregoing qualification or failure to comply with the above requirements shall be sufficient ground for the termination/cancellation of the contract.
16. The personnel to be assigned by the Supplier shall be directly hired by the Supplier and shall remain its employees.

Responsibilities of the Supplier

1. The Supplier shall be responsible to the Procuring Entity or its duly authorized representative/s for the results of the work and shall determine for itself the means, methods and details of the performance of the service so as not to cause damage to any properties of the Procuring Entity.
2. The safety and well-being of the Procuring Entity employees and the public who occupy and visit the Procuring Entity Offices, including the security and upkeep of the Procuring Entity property, is also the responsibility and concern of the Supplier. The Supplier should be cautious at all times and should comply/adapt existing safety, security and sanitation rules and practices of the Procuring Entity. The Supplier shall be accountable and therefore, subject to sanction by the Procuring Entity for any undue damage caused by negligence and/or intentional acts.
3. The Supplier shall be solely responsible for payment of all indemnities arising out of any labor accident which may occur in the course of work and for which he may be responsible under Rep. Act 3428, as amended as Workmen's Compensation Law.
4. The Supplier shall see to it that its employees strictly observe the laws of the Philippines affecting operation under the Contract, as well as the policies and rules and regulations of the Procuring Entity. The Supplier's officers and/or assigned supervisor must have undergone at least sixteen (16) training hours on Good Housekeeping and Solid Waste Management duly supported by a certification issued by an accredited trainer on solid waste management, pursuant to Republic Act No. 9003 dated 26 January 2001, otherwise known as "An Act Providing For An Ecological Solid Waste Management Program, Creating The Necessary Institutional Mechanisms and Incentives, Declaring Certain Acts Prohibited and Providing Penalties, Appropriating Funds, Therefore, and For Other Purposes".
5. The Supplier shall, upon recommendation and request of the Procuring Entity, replace its erring employees who are inefficient and negligent in the performance of their duties. The replacement personnel shall also be subject to acceptance of the Procuring Entity.
6. Supplier hereby binds itself to pay its employees in accordance with P.D. No. 442 as amended (New Labor Code) and as prescribed by the latest implementing Regional Wage Orders.

7. The Supplier shall pay all salaries and wages to its regular and/or alternate personnel, for salary period of 1st to 15th of the month, on the 25th of the current month; while for salary period of 16th to end of the current month shall be on the **10th** of the succeeding month. Payment shall be made at the Procuring Entity premises where work is conducted. Procuring Entity reserves the right to review the payroll and assign representative/s to observe payment of salaries or wages due their personnel. Likewise, Supplier shall be solely responsible for the payment of all indemnities to its employees, which may arise under existing laws and shall comply with the provisions of all other laws/decrees relative to its employees. For information purposes, Supplier shall, every end of the month, submit to Procuring Entity a report and/or information befalling its employees assigned to premises of the Procuring Entity in accordance with this Contract. Deductions from salaries of personnel shall be limited to those allowed/authorized by law. These deductions shall be clearly indicated on the payroll, explained to and concurred by the personnel. Wage increases prescribed by law thru Wage Orders shall be implemented by the Supplier, being for the benefit of its employees, and the Procuring Entity shall reimburse to the Supplier the appropriate wage increase, hence the Contract is deemed amended accordingly.
8. The Supplier shall provide the required equipment, tools, materials and supplies, stated in Section VI. Schedule of Requirements necessary for the implementation of the Contract, and shall be for the exclusive use of the Procuring Entity. All supplies delivered must be subject to inspection and acceptance by the Procuring Entity representative. The materials, supplies and equipment should conform to the specifications stipulated in the Section VI. Schedule of Requirements of the Contract. Repackaging and tampered seal in the packaging shall not be accepted. In order to enforce strict compliance with the proper delivery of materials, supplies and equipment, delivery of these items not in compliance with these provisions for three (3) occasions shall be enough ground for termination of this Contract. Replacement specifications of materials, supplies and equipment may be allowed subject to written approval/consent of the Procuring Entity with corresponding cost adjustment.
9. In the exigency of the service, the Procuring Entity has the right to increase/decrease or change materials, supplies, tools and equipment requirements as the necessity for the same arises. Increase and/or decrease from the regular quantity of equipment, tools, materials and supplies maybe adapted accordingly, with corresponding increase/decrease in price and cost charges. The Supplier may also be required to deliver materials, supplies, tools and equipment to other Procuring Entity offices based on the contract price. The Procuring Entity shall have the control in the utilization of materials, supplies and equipment and stocks shall be subject to periodic inventory and inspection.
10. As the need arises, the Supplier can be required to deliver additional materials, supplies, tools, equipment and services/manpower not originally included in the Contract but essential to accomplish the scope of works

stipulated therein or required. Cost/Prices of these additional Goods and services should be mutually agreed upon by the Procuring Entity and the Supplier after a canvass of the new items (materials and supplies or services) from three (3) reputable sources has been conducted by the Supplier and approved by the Procuring Entity. These additional materials, supplies, tools, equipment and services shall be delivered upon issuance of a Conforme Letter by the Procuring Entity through the Contract Administrator.

11. The Supplier shall be responsible for the safety and health of the employees and the public in general, and shall do all means to protect or prevent causes that would be detrimental to the employees and the public. They shall provide the necessary safety and sanitation gadget and paraphernalia such as mouth respirator, ear muff, gloves, goggles, signs, safety strap to their personnel to properly discharge their duties.
12. The Supplier shall provide signs and barriers and maintain same during the course of work to effectively prevent any accident in the consequence of work.
13. It is understood by the Supplier that any information, data or material it or any of its employees assigned herein may acquire in connection with or relative to business operations or activities of Procuring Entity, its trade or business secrets, manufacturing operations or processes, accounting and financial records, and security details are considered the exclusive proprietary information of Procuring Entity and shall remain confidential perpetually, and not to be disclosed by the Supplier in any manner to any person not a party to this Contract.
14. The Supplier hereby further warrants and guarantees that during and after the term of this Contract, its officials, employees, agents or representatives shall not stage any picket or concerted activity however peaceful at the premises or any other offices or places of business of Procuring Entity. In the event that any industrial dispute shall, for any reason whatsoever, take place during the term of this Contract between the Supplier and its employees to the extent that the Supplier is unable to perform its obligations hereunder, Procuring Entity shall have the right to unilaterally terminate this Contract without need of prior notice.
15. The Supplier shall not assign or transfer this Contract, whether in whole or in part, to any party, nor assign, convey or cede his rights and obligations hereunder, or subcontract any work or service contracted out hereunder, without the prior written approval and consent of Procuring Entity.

RIGHTS OF THE PROCURING ENTITY TO VARY SERVICES REQUIREMENT

1. Procuring Entity shall have the right, in the exigency of the service, to vary its manpower requirement, to increase and/or decrease the number of personnel, or change the services provided by the Supplier provided it is related to the Contract. The Supplier shall correspondingly comply within

twenty-four (24) hours upon receipt of a written notice from the Manager, Administration Division. An increase in the number of manpower may involve and require extension of services or deployment of janitors to other Procuring Entity offices, adopting the Wage Order for janitors applicable in the area. An increase in the number of personnel does not necessarily mean increase in the delivery of equipment, materials and supplies. If needed, corresponding adjustment shall be made on the labor and materials ratio.

RELATION BETWEEN PROCURING ENTITY AND THE SUPPLIER'S EMPLOYEES

1. The Supplier shall have the exclusive and absolute right, to select, suspend, terminate and/or impose disciplinary action over the janitorial personnel assigned to Procuring Entity. The Supplier shall assign the janitorial personnel based on a schedule of Post Assignments to be provided by Procuring Entity. Procuring Entity shall have the right to screen, refuse, seek replacement or substitution of any janitorial personnel who fails the selection criteria or found guilty of acts inimical to Procuring Entity's interest. The judgment of Procuring Entity on such matters shall be final and binding and should the Supplier refuse to abide, the former may consider the same a valid cause for the immediate termination of the Contract.
2. It is expressly agreed and understood that the janitorial personnel of the Supplier are not employees of the Procuring Entity and as such, the Procuring Entity shall not in any way or manner be liable or responsible for any personal injury or damage to properties, including death sustained by or caused to or by any of the Supplier's employees or janitorial personnel assigned to the premises of the Procuring Entity during the performance of their duties. Insofar as any and all janitorial personnel assigned to the Procuring Entity are concerned, the Supplier shall at all times stand solely liable and/or responsible for the enforcement and compliance with all existing laws, rules and regulations, including the Labor Code, Social Security Law, Employee's Compensation Act, Medicare Act, HMDF Law and other related welfare legislations/issuance, and the Supplier hereby further agrees and binds itself to save and hold the Procuring Entity free from any liability with respect thereto and/or which may arise therefrom. The Supplier hereby agrees to hold the Procuring Entity free and harmless from all and any damages and liabilities that may be filed against the janitorial personnel by reason of their employment by the Supplier under decrees and/or law pertinent to employer-employee relationship.

INJURY OR ACCIDENT

1. The Procuring Entity shall, in no manner be answerable or accountable for any accident, injury of any kind or death which may occur to any employee of the Supplier during the performance of this contract.

MAN-HOUR AND MATERIAL OFFERING

1. The Supplier's personnel shall work on the regular six (6) days schedule, eight (8) hours daily, for the IC Main Office and regular five (5) days schedule, eight hours daily for the Cebu and Davao District Office depending on the position or nature of works, from Monday to Saturday, except when otherwise assigned to render services in shifting schedules as agreed by both parties. However, if circumstances so warrant, the Procuring Entity may require said workers to perform services with due overtime compensation.
2. In the exigency of the service, man-hour and materials offsetting may be imposed (mandatory) by the Procuring Entity to facilitate the performance of the job and service required to respond to urgent situation requiring immediate action, and/or to save on cost through frugal disposition/utilization of materials and supplies. Offsetting thru equipment, materials, supplies, tools and services shall be allowed provided the amount involved in the off-setting is equal and exclusively used for activities within the scope of the contract. The prices of the offset materials should be based on its fair market value, subject to price, quality and quantity acceptance and approval of the Procuring Entity. Materials/Equipment acquired thru off-setting shall remain to be the property of the Procuring Entity.

EXTRA/OVERTIME SERVICES

1. If extra services/workforce will be needed or required by the Procuring Entity, the Procuring Entity may require the Supplier to provide the services requested thru a Conforme letter signed by the Procuring Entity's authorized representative. There shall be no deployment of extra manpower services without prior notice of approval by the Manager, Administration Division. The extra services to be provided should be within the scope of the existing contract.
2. Services beyond regular working days and regular working hours shall be allowed subject to funds availability and with prior written authorization/approval by the Manager, Administration Division. Payment for extra/overtime services rendered shall be made upon presentation of a separate billing, the computation of which should be based on the employee's basic daily rate plus applicable premium, if any.

THIRTEENTH (13TH) MONTH PAY

1. The required 13th month pay shall be paid not later than December 24 of each year. The Supplier, however, may give to its employees one-half (1/2) of the required 13th month pay before the opening of the regular school year and the other half on or before the 24th of December every year. The frequency of payment of this monetary benefit maybe the subject of agreement between the employer and the recognized collective bargaining agreement of the employees. The Procuring Entity should be informed in writing of the manner of payment of the 13th month pay for its employees and thus, reflected in the payroll, otherwise non-compliance shall be considered a violation of the Contract.

2. Billing for the 13th month pay of the Janitors/Supervisor shall be made separately from the monthly basic pay billing. The separate billing for the 13th month pay shall be made a month before actual release to Janitors/Supervisor.

BILLING REQUIREMENT

2. The statement of account for the first billing for the services rendered by the Supplier shall consist of complete supporting documents including but not limited to the following:
 - a. Statement of Account;
 - b. Janitors' Area of Responsibility/Floor Assignment
 - c. Properly accomplished daily attendance records (DTR);
 - d. Summary of DTR
 - e. Affidavit from SUPPLIER (Paid Wages and Statutory Obligations)
 - f. Paid payroll or pay slips
 - g. Bank Certification
 - h. Notice of Award (NOA)
 - i. Notice to Proceed (NTP)
 - j. Performance Bond
 - k. Cost Distribution
 - l. Janitorial Services Contract
 - m. 201 Files of the janitors and supervisor
 - n. Certification (Deployment of Janitors/Supervisor and Validation of 201 Files)
 - o. Other documents as may be required by the Procuring Entity.

For the succeeding billings, the Supplier shall submit supporting documents comprised of the following, but not limited to:

- a. Statement of Account;
 - b. Janitors' Area of Responsibility/Floor Assignment
 - c. properly accomplished daily attendance records (DTR);
 - d. Summary of DTR
 - e. Affidavit from Supplier (Paid Wages and Statutory Obligations)
 - f. Paid payroll or pay slips
 - g. Bank Certification
3. Supplier shall be required to submit a duly authenticated copy of the SSS remittances showing the names of the janitors and supervisor assigned to Procuring Entity on a quarterly basis.
4. Non-submission of the foregoing documents shall be sufficient basis for the Procuring Entity to withhold payments to the Supplier under the contract, and/or immediately terminate this Contract by giving the Supplier a 30-day prior written notice therefore.

BILLING AND MANNER OF PAYMENT

1. The payment for the services rendered shall be billed monthly and shall be paid by the Procuring Entity within fifteen (15) days from receipt of the statement of account with complete documentations from the Supplier, unless there shall be any points of verification needed in the processing of the payment.
2. The Supplier hereby agrees to undertake the appropriate action and/or effect payment of penalties for violations of any of the following:

SUPPLIER VIOLATIONS	PENALTY
a. Loss or damage to materials/equipment at the area of responsibility	the actual value of the loss or extent of damages of such property and/or termination of contract
b. Incomplete janitor posting	one day janitor's pay deduction from the billing for the period per absentee janitor posting
c. Improper uniform, drunkenness, discourtesy, misbehavior of janitors during their duty	replacement of janitors concerned and deduction of one day janitor's pay from the billing for the period per janitor involved
d. Supplier posted janitor(s) who are not qualified as per Contract	Deduction from the billing of P200.00 per day per janitor and removal of the janitor from assignment upon receipt of Procuring Entity's notice
e. Incomplete equipment/materials/ supplies on site as committed under this contract	Actual cost of lacking item to be deducted from billing for the period

3. The amount due shall be deducted by the Procuring Entity from any money due to the Supplier under the Contract.
4. Tampering/falsification of individual time records of the janitors shall be a ground for termination of the Contract.

SSS, Philhealth, Pag-ibig, ECC and BIR REMITTANCES

1. The Supplier should see to it that all its employees should have their individual identification number for SSS, Pag-ibig, Philhealth, ECC and BIR TINs and other required labor-related government institutions prior to employment, or within one (1) month upon commencement of the contract. If any of its employees does not have any of these ID numbers or fail to comply/complete the requirement, it shall be considered a violation of the Contract subject to appropriate penalty which may include pre-termination of the contract. Likewise, the Supplier is required to furnish copies of proof of enrollment/membership of their personnel to these institutions.
2. SSS, Pag-ibig, Philhealth, ECC and BIR premiums/deductions/taxes withheld shall be based on the latest prevailing table of deductions and shall be deducted once every end of the month (16th to end of the month) payroll of its employees. These deductions shall be paid directly to the Agency's Manila office through the authorized banks/collecting agents every second week of the succeeding quarter. Likewise, a proof of monthly payment/remittances from concerned agencies showing the individual employees' deductions, with stamp received by the agencies, shall be attached to their end-of-month billings to the Procuring Entity. Alpha listing employees reflecting their individual income taxes withheld or BIR remittances shall also be submitted as attachment if required by the Procuring Entity.
3. The Procuring Entity shall have the right to withhold payment of billings for failure of the Contractor to submit proof of monthly payment/remittances of statutory deductions of its employees. Or the Procuring Entity shall have the right to deduct the amount corresponding to the statutory deductions of its employees and directly remit it to the concerned government agency.
4. For the benefit of employees concerned, all statutory adjustments/increases of SSS, Philhealth, ECC and Pag-ibig contributions mandated by law of the Philippines shall be borne by the Procuring Entity.

BANK DEPOSIT

1. Supplier shall submit a Certificate of Bank Deposit from any reputable commercial bank preferably the Land Bank of the Philippines (LBP) branch and/or licensed by the Bangko Sentral ng Pilipinas nearest the place of the Procuring Entity office being serviced in an amount equivalent to one (1) month basic salary of all its personnel assigned with the Procuring Entity, withdrawable only for payment of the salary of the said personnel upon the consent and clearance of the Procuring Entity. The Supplier/depositor shall issue a conditional letter/advise to the Bank upon its opening of account that such deposit shall only be withdrawn if withdrawal slip is countersigned by the Procuring Entity representative and that the Procuring Entity has the right/authority to verify at anytime the Supplier's Bank Deposit. A copy of this advice authenticated/received by the Bank shall be submitted to the Procuring Entity, together with the Certificate of Bank Deposit upon commencement of the contract. Said deposit may be used should Supplier's billing, collection/payment for the preceding month which was submitted on the scheduled time and accepted complete with

necessary/required documents/attachments, is delayed, to assure receipt by the Supplier's employees' salaries on time, and shall be immediately replenished upon collection of the billing for the period from the Procuring Entity and submit bank certification or bank authenticated copy of bank account statements.

2. An updated Certificate of Bank Deposit shall be attached to the 15th and end of the month billing of the Supplier subject to verification of its authenticity by the Procuring Entity as a matters of procedure. The issuing bank should issue a confirmation as to the authenticity of said bank certificate. Non-compliance with the above requirements shall be ground for the termination of the Contract.

DAMAGES TO AND LOSS OF PROPERTY OF PROCURING ENTITY AND ITS PERSONNEL

1. All damages to any property belonging to the Procuring Entity or its personnel caused by failure of the Supplier's employee/s to take reasonable precaution, and all deterioration and/or damages to permanent work due to accident or negligence on the part of Supplier's employee/s shall be the responsibility and accountability of the Supplier therefore shall be repaired/replaced and paid for without any expense to the Procuring Entity.
2. All expenses shall be borne by the Supplier and must be acted upon within seventy-two (72) hours. No adjustment in Contract price will be made on account of such damage/s.
3. Should Supplier fail to effect the necessary remedy within the said period, the Procuring Entity shall deduct the value or cost thereof from the Supplier's billings.
4. In addition, corresponding demerit per reported case shall be charged to the Supplier regardless of remedial actions taken.
5. When the supplier fails to completely deliver on the scheduled delivery date the required materials and supplies for two consecutive months, or the supplier fails to oblige complete and maintain the required tools, equipment, materials and supplies and other paraphernalia within thirty (30) days allowance in case granted by the Procuring Entity.

OTHER GROUNDS TO TERMINATE THE CONTRACT

1. It is expressly understood herein that the relationship of the Supplier with the Procuring Entity is based purely on the trust and confidence of the latter in the former. The Procuring Entity shall have the exclusive right to terminate the Contract in case of loss of said trust and confidence in Supplier, upon thirty (30) days prior notice to Supplier.
2. The Procuring Entity shall have the right to terminate the Contract on the following grounds:

- When Supplier personnel/workers have willfully and intentionally caused irreparable damage to the prestige or any vital interest of the Procuring Entity, or have caused great destruction of the Procuring Entity properties, or have caused great economic loss by personal participation or non-performance of his duties and responsibilities.
 - When the Supplier fails to pay the correct salaries of its personnel on time for two (2) consecutive pay periods, or a cumulative three (3) occasions of delayed payment of salaries in a contract year, without just cause to be determined by the Procuring Entity. It is emphasized that delayed collection of billings, not due to fault of the Procuring Entity, such as, late submission of billings, incomplete/wrong attachments,, should not be a reason for delay in the disbursement of salaries.
 - When the Supplier continuously or willfully fails to submit proof of payment/remittances for statutory deductions such as BIR, SSS, Pag-ibig, Philhealth, etc. of its employees.
3. When the Supplier fails to open and maintain the amount equivalent to one (1) month salary of personnel deposit or replenish the amount withdrawn from this deposit as provided for in the Contract.
 4. The Procuring Entity shall have the right to immediately terminate the contract if Supplier subcontracts this Contract or portion thereof to other contractor/s except for specialized services and equipment that are exclusively rendered by service maintenance providers or accredited distributors and/or if its employees use or disclose to any unauthorized person, firm or entity any confidential information concerning the business of the Procuring Entity which may have been acquired by them, as provided for in Contract's "Warranty Clause."
 5. When the Supplier has violated any statute of the Procuring Entity rules and regulations, other obligations, mandatory requirements, provisions under this Contract and refused to comply and/or remedy the violation within the reasonable period given by the Procuring Entity.

SANCTION AND BLACKLISTING OF ERRING SUPPLIER

1. The Procuring Entity reserve the right to sanction or blacklist contractors, who have violated or have records of any violation of the terms and conditions of any contract with the Procuring Entity, or any record of unsatisfactory/fair performance measured within the context of the contract, pre-terminated Contracts, or unresolved complaint/dispute with the Procuring Entity's representative. Moreover, the Supplier shall be blacklisted for breach or abandonment of the Contract, and/or due to untimely or unjustly termination of the Contract by the Supplier without giving the thirty (30) calendar days advance notice and without prior conformance of the Procuring Entity. The sanction/blacklisting shall be

enough ground to disqualify the said contractors from entering into another contract with the Procuring Entity.

2. The Procuring Entity shall act as arbitrary/concillatory body for complaints against the Supplier and its employees, recommends and/or impose appropriate disciplinary/preventive or legal actions.

Section VIII. Bidding Forms

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Date: _____
Invitation to Bid No: _____

To: The BAC Chairperson
Insurance Commission
G/F IC Bldg., 1071 United Nations Avenue
Ermita, Manila

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of Goods]* in conformity with the said Bidding Documents for the sum of _____ *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Detailed Bid Price Schedule

Date: _____
 Invitation to Bid No: _____

Project : Procurement of Janitorial Services for the Insurance Commission (Manila, Cebu and Davao District Offices) and its Premises under a Three (3) year Service Agreement

Code: Project Reference No. 2019 – 07 - 207

Date of Bidding: _____

Time of Bidding: _____

(Supplier's Name/Address/Tel. No.)

Name of Bidder _____ ITB Number _____. Page ____ of ____.

<u>PARTICULARS</u>	<u>AMOUNT</u>
I. Manpower	
a. Twenty-One (21) Janitors	
b. One (1) Supervisor	
II. Materials	
III. Profit Margin	
IV. 12% VAT	

TOTAL BID PRICE (I + II+ III + IV) PHP :	
---	--

Total Amount in Words :

_____ (PhP _____)

 Signature/Date
 Authorized Official/Position

**COST DISTRIBUTION
MANILA HEAD OFFICE**

Daily Minimum Wage ¹	P	527.00
COLA	P	10.00
Days worked per week		6 days
No. of days per year		314

A. Amount due per Janitor

Basic Salary	: (DW x No. of days/yr)/12 months	= P	13,785.44
5 days Leave	: [(DW + COLA) x 5 days/12]	=	223.75
13th Month Pay	: DW x 365/12/12	=	1,148.79
COLA	: COLA x 314/12	=	261.58
EC		=	10.00
SSS		=	1,240.00
PhilHealth		=	189.55
PAG-IBIG		=	100.00
Cost per Janitor		P	16,959.11
Multiplied by No. of Janitor			20

P 339,182.23**B. Agency Fee****P 33,918.22****C. Supplies Provision* (Average Monthly Cost of Supplies)****D. 12% VAT = [(A + B + C) 12%]****E. Total Cost of Janitorial Service per Month (A+B+C+D)**

Multiplied by Number of Months

12

Total Cost of Janitorial Service for One Year – Manila**P**

Note:

* Please fill out Cost Distribution (SUPPLIES PROVISION)

Note:

- Pursuant to Circular No. 22-P dated 15 August 2005 of the Social Security System, all employers, in computing the contributions that are due the System will take into consideration and include as employee's remuneration all salaries, wages and allowances except 13th month pay.
- The basis in determining the Salary Range for the employee's share for Philhealth premium shall be the basic salary only.

¹ Subject to change based on latest DOLE approved minimum wage.

COST DISTRIBUTION
CEBU DISTRICT OFFICE

Daily Minimum Wage ²	P	386.00
COLA	P	0.00
Days worked per week		5 days
No. of days per year		262

A. Amount due per Janitor

Basic Salary	: (DW x No. of days/yr)/12 months	=	P	8,424.45
5 days Leave	: [(DW + COLA) x 5 days/12]	=		160.83
13th Month Pay	: DW x 365/12/12	=		702.04
COLA	: COLA x 262/12	=		0.00
EC		=		10.00
SSS		=		760.00
PhilHealth		=		115.84
PAG-IBIG		=		100.00
Cost per Janitor			P	10,273.16
Multiplied by No. of Janitor				1

P 10,273.16

B. Agency Fee

P 1,027.32

C. Supplies Provision* (Average Monthly Cost of Supplies)

D. 12% VAT = [(A + B + C) 12%]

Total Cost of Janitorial Service per Month (A+B+C+D)

Multiplied by Number of Months	12
--------------------------------	----

Total Cost of Janitorial Service for One Year – Cebu

P

Note:

* Please fill out Cost Distribution (SUPPLIES PROVISION)

Note:

- 1) Pursuant to Circular No. 22-P dated 15 August 2005 of the Social Security System, all employers, in computing the contributions that are due the System will take into consideration and include as employee's remuneration all salaries, wages and allowances except 13th month pay.
- 2) The basis in determining the Salary Range for the employee's share for Philhealth premium shall be the basic salary only.

² Subject to change based on latest DOLE approved minimum wage.

COST DISTRIBUTION
DAVAO DISTRICT OFFICE

Daily Minimum Wage ³	P	335.00
COLA	P	5.00
Days worked per week		6 days
No. of days per year		262

A. Amount due per Janitor

Basic Salary	: (DW x No. of days/yr)/12 months	=	P	7,311.38
5 days Leave	: [(DW + COLA) x 5 days/12]	=		141.67
13th Month Pay	: DW x 365/12/12	=		609.28
COLA	: COLA x 262/12	=		109.13
EC		=		10.00
SSS		=		640.00
PhilHealth		=		100.53
PAG-IBIG		=		100.00
Cost per Janitor			P	9,021.98
Multiplied by No. of Janitor				1

P 9,021.98

B. Agency Fee

P 902.20

C. Supplies Provision* (Average Monthly Cost of Supplies)

D. 12% VAT = [(A + B + C) 12%]

Total Cost of Janitorial Service per Month (A+B+C+D)

Multiplied by Number of Months	12
--------------------------------	----

Total Cost of Janitorial Service for One Year – Davao

P

Note:

* Please fill out Cost Distribution (SUPPLIES PROVISION)

Note:

1. Pursuant to Circular No. 22-P dated 15 August 2005 of the Social Security System, all employers, in computing the contributions that are due the System will take into consideration and include as employee's remuneration all salaries, wages and allowances except 13th month pay.
2. The basis in determining the Salary Range for the employee's share for Philhealth premium shall be the basic salary only.

³ Subject to change based on latest DOLE approved minimum wage.

SUPPLIES AND MATERIALS REQUIREMENT

MONTHLY MATERIALS

DESCRIPTION	TOTAL QUANTITY PER YEAR	UNIT	Bidder's Proposal	
			Amount	Brand
All-purpose cleaner	24	gallons		
Dishwashing Liquid	12	gallons		
Disinfectant (Zonrox*)	48	gallons		
Toilet Bowl Cleaner, branded	24	gallons		
Rags	84	kilos		
Liquid Soap, branded	72	gallons		
Tissue Paper	768	Packs (10pcs/pack)		
Paper Towel	500	Plastic Pack		
Trash Bag (Small, biodegradable)	3204	pieces		
Trash Bag (XL, biodegradable, Transparent)	3504	pieces		
Powder Soap, branded	168	kilos		
Deodorant Cake (Albatross*) with plastic holder	144	pieces		
Scrubbing Pad 4' x 6'	180	pieces		
Cleanser (Ajax*)	60	Paper cans		
Carpet Shampoo, branded	24	gallons		
Air Freshener (Glade*)	96	Cans		
Glass Cleaner, branded	8	gallons		
Furniture Polish (Pledge*)	48	Gallons		
Fabric Softener (Downy)	24	Gallons		
Steel Wool	96	Reams		
Face Mask	120	Pieces		
Insect killer water based (Baygon*)	60	Cans		
Complete Wax	12	Gallons		
All-purpose cleaner	12	gallons		
Dishwashing Liquid	2	gallons		
Disinfectant (Zonrox*)	4	gallon		

Toilet bowl Cleaner, Branded	4	gallons		
Rags	4	kilos		
Liquid soap, Branded	2	gallon		
Tissue Paper	96	Packs (10pcs/pack)		
Trash Bag (XL, biodegradable, Transparent)	120	pieces		
Deodorant cake (Albatross*)	24	Pieces		
Cleanser (Ajax*)	4	Paper cans		
Air Freshener (Glade*)	12	cans		
Glass cleaner, branded	2	bottle		
Insect killer water based (Baygon*)	3	Cans		
All-purpose cleaner	12	gallons		
Dishwashing Liquid	12	gallons		
Disinfectant (Zonrox*)	12	gallon		
Toilet bowl Cleaner, Branded	6	gallons		
Rags	10	kilos		
Liquid soap, Branded	10	gallon		
Tissue Paper	100	Packs (10pcs/pack)		
Trash Bag (XL, biodegradable, Transparent)	120	pieces		
Deodorant cake (Albatross*)	50	Pieces		
Scrubbing Pad 4' x 6'	30	Pieces		
Cleanser (Ajax*)	30	Paper Cans		
Air Freshener (Glade*)	15	Cans		
Glass Cleaner, branded	10	Gallons		
Furniture Polish (Pledge*)	10	Gallons		
Face Mask	24	Pieces		
Insecticide (Baygon-biggest bottle*)	3	Cans		
Complete Wax	1	Gallons		

QUATERLY MATERIALS

DESCRIPTION	TOTAL QUANTITY PER YEAR	UNIT	BIDDER'S PROPOSAL	
			AMOUNT	BRAND
Mop Head	80	Pieces		
Chamois	240	Pieces		
Floor Polish/ liquid crystalizer (Terra Nova Wax*)	12	Gallons		
Floor Mop	30	Pieces		
Furniture Polish (Pledge*)	30	Cans		
Metal Polish	12	Cans		
Soft Broom	50	Pieces		
Broom with plastic connector	10	Pieces		
Rubber Hand gloves	40	Pieces		
Stick broom	70	Pieces		
Liquid Pesticide (Malathione)	4	Bottles		
Fertilizer (Urea and Complete*)	20	Kilos		
Chamois	6	pieces		
Floor Polish/ liquid crystalizer (Terra Nova Wax*)	1	gallons		
Floor Mop	8	pieces		
Furniture Polish (Pledge*)	2	cans		
Soft Broom	6	pieces		
Stick broom	5	pieces		
Chamois	6	pieces		
Floor Polish/ liquid crystalizer (Terra Nova Wax*)	1	gallons		
Floor Mop	8	pieces		
Furniture Polish (Pledge*)	2	cans		
Soft Broom	6	pieces		
Rubber Hand gloves	20	pieces		
Stick broom	5	pieces		

SEMI-ANNUAL MATERIALS

DESCRIPTION	TOTAL QUANTITY PER YEAR	UNIT	BIDDER'S PROPOSAL	
			AMOUNT	BRAND
Stripping Pad No. 16 Green	6	pieces		
Scrubbing Pad No. 16 Black	15	pieces		
Polishing Pad 16"	10	pieces		
Scrubbing Pad No. 16 Black	4	piece		
Scrubbing Pad No. 16 Black	4	piece		

ANNUAL MATERIALS

DESCRIPTION	TOTAL QUANTITY PER YEAR	UNIT	BIDDER'S PROPOSAL	
			AMOUNT	AMOUNT
Putty Knife	10	Pieces		
Pail	6	Pieces		
Mop Handle	50	Pieces		
Ceiling Broom	6	Pieces		
Toilet Bowl Brush w/ Handle	24	Pieces		
Toilet Rupper Pump	30	Pieces		
Toilet Brush Cleaner	40	Pieces		
Metal Dustpan (Outdoor)	6	Pieces		
Dustpan (Indoor)	20	Pieces		
Shower/water Dipper	10	Pieces		
Trash Can Oval (Small) for CR Cubicle	40	Pieces		
Putty Knife	2	Pieces		
Pail	2	Pieces		
Ceiling Broom	1	Pieces		
Toilet Brush Cleaner	6	Pieces		
Metal Dustpan (Outdoor)	1	Pieces		
Dustpan (Indoor)	1	Pieces		
Shower/water Dipper	4	Pieces		

Trash Can Oval (Small) for CR Cubicle	3	Pieces		
Putty Knife	2	Pieces		
Pail	2	Pieces		
Ceiling Broom	1	Pieces		
Toilet Brush Cleaner	6	Pieces		
Metal Dustpan (Outdoor)	1	Pieces		
Dustpan (Indoor)	3	Pieces		
Shower/water Dipper	2	Pieces		
Trash Can Oval (Small) for Cubicle	3	Pieces		

Legend: * or its equivalent

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

Name of Company

Address

Signature over Printed Name (Duly authorized to sign the Bid)

Telephone/Fax Number

Financial Documents For Eligibility Check

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

		Year 20__
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

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

NFCC = [(Current asset – current liabilities) (15)] minus value of all outstanding or uncompleted portions of the project under ongoing contracts yet to be started coinciding with the contract to be bid.

or

Commitment from a licensed bank to extend to it a credit line if awarded the contract.

Name of Bank: _____ Amount: _____

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative

Date : _____

NOTE:

If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

IC Form No. 4

Form of Bid Security (Bank Guarantee)

WHEREAS, *[insert name of Bidder]* (hereinafter called the "Bidder") has submitted his bid dated *[insert date]* for the *[insert name of contract]* (hereinafter called the "Bid").

KNOW ALL MEN by these presents that We *[insert name of Bank]* of *[insert name of Country]* having our registered office at *[insert address]* (hereinafter called the "Bank" are bound unto Insurance Commission (hereinafter called the "Entity") in the sum of *[insert amount]*⁴ for which payment well and truly to be made to the said Entity the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 2019.

THE CONDITIONS of this obligation are:

1. If the Bidder:
 - a. withdraws his Bid during the period of bid validity specified in the Form of Bid; or
 - b. does not accept the correction of arithmetical errors of his bid price in accordance with the Instructions to Bidder; or
2. If the Bidder having been notified of the acceptance of his bid by the Employer during the period of bid validity:
 - a. fails or refuses to execute the Contract Form in accordance with the Instructions to Bidders, if required; or
 - b. fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders.

We undertake to pay to the Entity up to the above amount upon receipt of his first written demand, without the Entity having to substantiate his demand, provided that in his demand the Entity will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two (2) conditions, specifying the occurred condition or conditions.

The Guarantee will remain in force up to and including the date *[insert days]*⁵ days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Entity, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

(Signature, Name and Address)

⁵ Usually 28 days after the end of the validity period of the Bid. Date should be inserted by the Entity before the Bidding Documents are issued.

IC Form No. 5
Form of Bid Security (Irrevocable Letter of Credit)

Date: _____

DENNIS B. FUNA

Commissioner
Insurance Commission
2nd Floor, IC Building,
1071 United Nations Avenue,
Ermita, Manila

Irrevocable Letter of Credit No. _____
For Contract No. _____

WHEREAS, _____, hereinafter called "Supplier" has undertaken in pursuance to _____(name of Project and contract number)____, and whereas it has been stipulated by you in the said Contract that the Supplier shall furnish an irrevocable standby Letter of Credit for a sum specified therein as security for the faithful compliance of Supplier's obligations in accordance with the Contract.

WHEREAS, we have agreed to guarantee this obligation by Supplier.

THEREFORE, we hereby affirm that we are guarantors and responsible to you, on behalf of Supplier, up to the total amount of _____ and we undertake to pay you, upon first written demand declaring the Supplier to be in default under the Contract and without cavil, or argument, any sum or sums within the limits of _____(amount of guarantee)____ as aforesaid, without you needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This irrevocable guarantee is valid until the issuance by you of Notice of Final Acceptance.

This certification is being issued in favor of the said Supplier in connection with the requirements of bidding of _____(name of the procuring entity)____ for the above-mentioned contract. We are aware that any false statements issued by us makes us liable for perjury.

Name and Signature of Authorized

Financing Institution Officer : _____

Official Designation : _____

Concurred By:

Name & Signature of Supplier's

Authorized Representative : _____

Official Designation : _____

Note:

The amount committed should be machine validated.

Insurance Commission

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

_____)SS.

BEFORE ME, a Notary Public for and in _____, Philippines, this _____ day of _____, 2019, personally appeared:

<u>NAME</u>	<u>CTC NO.</u>	<u>ISSUED AT/ON</u>
_____	_____	_____
_____	_____	_____

known to me and known to be the same person who executed the foregoing instrument consisting of _____ () pages, including the page whereon the acknowledgment is written and acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

Notary Public
Until 31 December 2019
Issued at: _____
Issued on: _____
TIN No. _____

Doc. No. _____
Page No. _____
Book No. _____
Series of 2019

**Conformity with Section VI (Schedule of Requirements) and
Section VII (Technical Specifications)**

(Name of Bidder) hereby undertakes that it shall COMPLY with the general requirements stated in Sections VI (Schedule of Requirements) and Section VII (Technical Specifications).

Name and Signature of Authorized Official

Position

Date

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in _____, Philippines, this ____ day of _____, 2019, personally appeared:

Name	Government-Issued ID & No.	Issued on	Issued at
(SUPPLIER)			

known to me and to me known to be the same person who executed the foregoing instrument consisting of _____ (__) pages, including the page whereon this Acknowledgment is written, all pages signed by both parties and their instrumental witnesses, and they acknowledged before me that the same is their free and voluntary act and deed and that of the Corporation they represent.

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place first above written.

Notary Public

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 2019.

IC Form No. 7

LIST OF ALL ONGOING GOVERNMENT & PRIVATE CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED

Business Name : _____

Business Address : _____

Name of Contract/ Project Cost	(a) Owner's Name (b) Address (c) Telephone Nos.	Nature of Work	Bidder's Role		(a) Date Awarded (b) Date Started (c) Date of Completion	% of Accomplishment		Value of Outstanding Works / Undelivered Portion
			Description	%		Planned	Actual	

Note: The following documents shall be submitted upon post-qualification:

- (a) Notice of Award and/or Contract
- (b) Notice to Proceed issued by the owner

Submitted by : _____

(Printed Name & Signature)

Designation : _____

Date : _____

IC Form No. 8

STATEMENT IDENTIFYING THE BIDDER'S SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE CONTRACT TO BE BID WITHIN THE LAST FIVE (5) YEARS

Business Name : _____

Business Address : _____

Name of Contract	a) Owner's Name b) Address c) Telephone Nos.	Nature of Work	Bidder's Role		a) Amount at Award b) Amount at Completion c) Duration	a) Date Awarded b) Contract Effectivity c) Date Completed
			Description	%		

Note: The following documents shall be submitted upon post-qualification:

- (a) Contract
- (b) Certificate of Completion
- (c) Certificate of Acceptance

Submitted by: _____

(Printed Name & Signature)

Designation : _____

Date : _____

Date: _____

DENNIS B. FUNA

Commissioner
Insurance Commission
2nd Floor IC Building,
1071 United Nations Avenue,
Ermita, Manila

CONTRACT/PROJECT : _____

COMPANY/FIRM : _____
ADDRESS : _____

BANK/FINANCING INSTITUTION: _____
ADDRESS : _____

AMOUNT : _____

This is to certify that the above Bank/Financing Institution with business address indicated above, commits to provide the <Contractor/Distributor/Manufacturer/Supplier>, if awarded the above-mentioned Contract, a credit line in the amount specified above which shall be exclusively used to finance the performance of the above-mentioned contract subject to our terms, conditions and requirements.

The credit line shall be available within fifteen (15) calendar days after receipt by the <Contractor/Distributor/Manufacturer/Supplier> of the Notice of Award and such line of credit shall be maintained until the project is completed by the Supplier.

This Certification is being issued in favor of said <Contractor/Distributor/Manufacturer/Supplier> in connection with the bidding requirement of (Name of the Procuring Entity) for the above-mentioned Contract. We are aware that any false statements issued by us make us liable for perjury.

Name and Signature of Authorized Financing Institution Officer : _____
Official Designation : _____

Concurred By:
Name & Signature of <Contractor/Distributor/Manufacturer>
Authorized Representative : _____
Official Designation : _____

Note: The amount committed should be machine validated.

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____)S.S.

BEFORE ME, a Notary Public for and in _____, Philippines, this
_____ day of _____, 2019, personally appeared:

<u>NAME</u>	<u>CTC NO.</u>	<u>ISSUED AT/ON</u>
_____	_____	_____
_____	_____	_____

known to me and known to be the same person who executed the foregoing instrument consisting of _____ () pages, including the page whereon the acknowledgment is written and acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

Notary Public
Until 31 December 2019
PTR No. _____
Issued at: _____
Issued on: _____
TIN No. _____

Doc. No. _____
Page No. _____
Book No. _____
Series of 2019.

Joint Venture Agreement

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into By and Between _____, of legal age, (civil status), owner/proprietor of _____ and a resident of _____.

and –

of _____, of legal age, (civil status), owner/proprietor of _____ a resident of _____.

That both parties agree to join together their manpower, equipment, and what is needed to facilitate the Joint Venture to participate in the Eligibility, Bidding and Undertaking of the here-under stated project to be conducted by the Insurance Commission.

A. NAME OF PROJECT

CONTRACT AMOUNT

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

That both parties agree that _____ and/or _____ shall be the Official Representative of the Joint Venture, and is granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture in the bidding as fully and effectively and the Joint Venture may do and if personally present with full power of substitution and revocation.

That this Joint Venture Agreement shall remain in effect only for the above stated Project until terminated by both parties.

Done this _____ day of _____, in the year of our Lord 2019.

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

_____)S.S.

BEFORE ME, a Notary Public for and in _____, Philippines, this _____ day of _____, 2019, personally appeared:

<u>NAME</u>	<u>CTC NO.</u>	<u>ISSUED AT/ON</u>
_____	_____	_____
_____	_____	_____

known to me and known to be the same person who executed the foregoing instrument consisting of _____ () pages, including the page whereon the acknowledgment is written and acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

Notary Public
 Until 31 December 2019
 PTR No. _____
 Issued at: _____
 Issued on: _____
 TIN No. _____

Doc. No. _____
 Page No. _____
 Book No. _____
 Series of 2019.

Contract Agreement Form

THIS AGREEMENT made this _____ day of _____ 2019 between *the Insurance Commission* with principal office address at the Insurance Commission Building, 1071 United Nations Avenue, Ermita, Manila, Philippines (hereinafter called "the Entity") of the one part and [*name of Supplier*] of [*city and country of Supplier*] (hereinafter called "the Supplier") of the other part:

WHEREAS, the Entity is in need of security services to provide protection to IC Offices against theft, pilferage, robbery, damage or loss, malicious mischief, trespass and lawful entry through force, intimation, threat, strategy or stealth, assault, arson, or other unlawful and destructive acts;

WHEREAS, the Entity invited Bids for the **Supply of Security Services for the Insurance Commission (Manila, Cebu and Davao District Offices) and its Premises under a Three (3) year Service Agreement (Project Reference No. 2019-03-078)**, and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [**contract price in words and figures**] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract (GCC);
 - (e) the Special Conditions of Contract (SCC);
 - (f) the Entity's Notice of Award;
 - (g) the Entity's Notice to Proceed;
 - (h) the Supplemental Bid Bulletins;
 - (i) the Performance Security; and
 - (j) the Security Plan

The documents mentioned above shall be collectively referred to as "Contract Documents".

Signed in the Presence of:

(Supplier):

INSURANCE COMMISSION:

(Authorized Signatory)
(Designation)

DENNIS B. FUNA
Commissioner

3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

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

Signed, sealed, and delivered by **DENNIS B. FUNA** the Commissioner of Insurance Commission (for the Entity).

DENNIS B. FUNA

Signed, sealed, and delivered by _____,
the _____ of _____
(for the Supplier).

(Supplier)

Witnessed by:

Certification of funds availability:

Republic of the Philippines)
_____) s.s.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in _____, Philippines, this ____ day of _____, 2019 personally appeared:

Name	Government issued ID & No.	Issued on	Issued at
DENNIS B. FUNA			

known to me and to me known to be the same person who executed the foregoing instrument consisting of three (3) pages, including the page whereon this Acknowledgment is written, all pages signed by both parties and their instrumental witnesses, and they acknowledged before me that the same is their free and voluntary act and deed and that of the Corporation they represents.

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place first above written.

Notary Public
Until 31 December 2019
PTR No. _____
Issued at: _____
Issued on: _____
TIN No. _____

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 2019.

Omnibus Sworn Statement

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

AFFIDAVIT

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

1. Select one, delete the other:

If a sole proprietorship: I am the sole proprietor of *[Name of Bidder]* with office address at *[address of Bidder]*;

If a partnership, corporation, cooperative, or joint venture: I am the duly authorized and designated representative of *[Name of Bidder]* with office address at *[address of Bidder]*;

2. Select one, delete the other:

If a sole proprietorship: As the owner and sole proprietor of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for *[Name of the Project]* of the *[Name of the Procuring Entity]*;

If a partnership, corporation, cooperative, or joint venture: I am granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the *[Name of Bidder]* in the bidding as shown in the attached *[state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture)]*;

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;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. **Select one, delete the rest:**

If a sole proprietorship: I am not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a partnership or cooperative: None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a corporation or joint venture: None of the officers, directors, and controlling stockholders of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. [Name of Bidder] complies with existing labor laws and standards; and
8. [Name of Bidder] is aware of and has undertaken the 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 [Name of the Project].
9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 2019
at _____, Philippines.

Bidder's Representative/Authorized Signatory

Bid-Securing DeclarationInvitation to Bid/Request for Expression of Interest No.¹ [Insert reference number]

To: **DENNIS B. FUNA**
Insurance Commissioner
Insurance Commission
2nd Floor Insurance Commission Bldg.,
1071 United Nations Avenue, Ermita, Manila 1000

I/We², the undersigned, declared that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration¹; **within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to the 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;

¹ Select one and delete the other.

² Select one and delete the other. Adopt same instruction for similar terms throughout the documents.

¹ Issued by the GPPB through GPPB Resolution No. 03-2012 on 27 January 2012

- (c) I am/we are declared as the bidder with the Lowest Calculated and Responsive Bid/Highest Rated and Responsive Bid¹, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/we have hereunto set my/our hands this ____ day of _____ 2019 at _____.

SUBSCRIBED AND SWORN TO before me this ____ day of _____ 2019 at _____, 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. _____ and his/her Government-Issued ID & No. _____ issued on _____ at _____.

Witness my hand and seal this ____ day of _____ 2019.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____
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 2019.

¹ Select one and delete the other.

Republic of the Philippines



Government Procurement Policy Board