

PHILIPPINE BIDDING DOCUMENTS



**PROCUREMENT OF JANITORIAL MANPOWER
SERVICES FOR THE INSURANCE COMMISSION
(MANILA HEAD OFFICE, CEBU AND DAVAO
DISTRICT OFFICES) AND ITS PREMISES FOR 2023**

Government of the Republic of the
Philippines
Insurance Commission

PROJECT REFERENCE NO. 2023-07-231

Sixth Edition
14 August 2023

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and
- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.

- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports,

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



**INVITATION TO BID FOR
PROCUREMENT OF JANITORIAL MANPOWER SERVICES FOR THE INSURANCE
COMMISSION (MANILA HEAD OFFICE, CEBU AND DAVAO DISTRICT OFFICES)
AND ITS PREMISES
(PROJECT REFERENCE NO. 2023-07-231)**

1. The *Insurance Commission through its Bids and Awards Committee (BAC)*, through the Special Account in the General Fund (151) intends to apply the sum of **Eight Million One Hundred Forty Nine Thousand Seven Hundred Thirty Nine Pesos and 75/100 (P8,149,739.75)** inclusive of 12% VAT, being the ABC to payments under the contract for the Procurement of Janitorial Manpower Services for the Insurance Commission (Manila Head Office, Cebu and Davao District Offices) and its premises from **November 01, 2023 to October 31, 2024**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Insurance Commission (hereinafter referred to as "IC")* now invites bids for the above Procurement Project. Delivery of the Goods and Services is required by a One (1) year Service Agreement. Bidders should have completed, within the past five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from *IC-BAC Secretariat* and inspect the Bidding Documents at the address given below from **9:00 A.M. to 4:00 P.M. Monday to Friday**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **23 August 2023** from the given address at the IC website ([insurance.gov.ph/category/bid-docs/](https://www.insurance.gov.ph/category/bid-docs/)) and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **TEN THOUSAND PESOS only (PHP10,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees through electronic means.

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

6. The Insurance Commission will hold a Pre-Bid Conference on **30 August 2023, 1:30 PM** at the **IC Function Room, Insurance Commission, 1071 United Nations Avenue, Ermita, Manila**.

Interested bidders may send their request to participate in the Pre-Bid Conference through e-mail. Participating bidders shall only be allowed two (2) representatives to the Pre-Bid Conference. Kindly indicate the company name, full name, designation, and e-mail addresses of the company representatives and send the request to bacsec@insurance.gov.ph.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **14 September 2023, 12:00NN**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **14 September 2023, 2:00PM** at the **IC Function Room, Insurance Commission, 1071 United Nations Avenue, Ermita, Manila** in accordance with Section 29 of the revised IRR of RA No. 9184. Bids will be opened in the presence of the bidders' representatives who choose to attend. Participating bidders shall only be allowed two (2) representatives to the Bid Opening. Late bids shall not be accepted.
10. Each Bidder shall submit one (1) original and two (2) copies of the First and Second components of its bids: A three-envelope system.
11. The **Insurance Commission** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

MR. ARTURO S. TRINIDAD II
BAC Chairperson
Insurance Commission
1071 United Nations Avenue, Ermita, Manila
8523-8461 local 107
Email address: bacsec@insurance.gov.ph

You may visit the following website:

For downloading of Bidding Documents:
<https://www.insurance.gov.ph/public-bidding/>

18 August 2023

[ORIGINAL SIGNED]
ARTURO S. TRINIDAD II
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **INSURANCE COMMISSION** wishes to receive Bids for the **PROCUREMENT OF JANITORIAL MANPOWER SERVICES FOR THE INSURANCE COMMISSION (MANILA HEAD OFFICE, CEBU AND DAVAO DISTRICT OFFICES) AND ITS PREMISES** with identification number **P.R. No. 2023-07-231**.

The Procurement Project (referred to herein as “Project”) is composed of 1 lot for a One-Year Obligation the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **FY 2023** in the amount of ***Eight Million One Hundred Forty Nine Thousand Seven Hundred Thirty Nine Pesos and 75/100 (P8,149,739.75)***.

2.1. The source of funding is the NGA, the ***National Expenditure Program***.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No. 9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **five (5) years** prior to the deadline for the submission and receipt of bids.

10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.

11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

12. Bid Prices

12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

- a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS**.
- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

13. Bid and Payment Currencies

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

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

14. Bid Security

- 14.1. The Bidder shall submit a **Bid Securing Declaration** or any form of **Bid Security** in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **120 calendar days from the opening of bids**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **ITB**.

17. Opening and Preliminary Examination of Bids

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **ITB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

- 17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case may be. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as One Project having several items that shall be awarded as one contract.
- 19.5 Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.
- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause										
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC. b. Completed within five (5) years prior to the deadline for the submission and receipt of bids. 									
7.1	Subcontracting shall not be allowed.									
12	The price of the Goods and Services shall be quoted DDP <i>1071 United Nations Avenue, Ermita, Manila</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.									
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <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 One Hundred Sixty-Two Thousand Nine Hundred Ninety-Four Pesos and 80/100 (PHP 162,994.80 or 2% of the ABC), 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 Four Hundred Seven Thousand Four Hundred Eighty-Six Pesos and 99/100 (PhP 407,486.99 or 5% of the ABC) 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>									
15	<p>Each Bidder shall submit one (1) original and two (2) copies of the technical and financial components of its bid as illustrated below:</p> <div style="border: 1px solid black; padding: 10px; text-align: center;"> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%;">"ORIGINAL BID"</th> <th style="width: 33%;">"COPY 1"</th> <th style="width: 33%;">"COPY 2"</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">ORIGINAL - TECHNICAL COMPONENT (1st envelope)</div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">ORIGINAL - FINANCIAL COMPONENT (2nd envelope)</div> <div style="border: 1px solid black; padding: 5px;">ELECTRONIC COPY (cd-rom) (outer envelope)</div> </td> <td style="text-align: center;"> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">COPY 1 - TECHNICAL COMPONENT (1st envelope)</div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">COPY 1 - FINANCIAL COMPONENT (2nd envelope)</div> <div style="border: 1px solid black; padding: 5px;">(outer envelope)</div> </td> <td style="text-align: center;"> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">COPY 2 - TECHNICAL COMPONENT (1st envelope)</div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">COPY 2 - FINANCIAL COMPONENT (2nd envelope)</div> <div style="border: 1px solid black; padding: 5px;">(outer envelope)</div> </td> </tr> <tr> <td colspan="3" style="text-align: center;">1 package</td> </tr> </tbody> </table> </div>	"ORIGINAL BID"	"COPY 1"	"COPY 2"	<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">ORIGINAL - TECHNICAL COMPONENT (1st envelope)</div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">ORIGINAL - FINANCIAL COMPONENT (2nd envelope)</div> <div style="border: 1px solid black; padding: 5px;">ELECTRONIC COPY (cd-rom) (outer envelope)</div>	<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">COPY 1 - TECHNICAL COMPONENT (1st envelope)</div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">COPY 1 - FINANCIAL COMPONENT (2nd envelope)</div> <div style="border: 1px solid black; padding: 5px;">(outer envelope)</div>	<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">COPY 2 - TECHNICAL COMPONENT (1st envelope)</div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">COPY 2 - FINANCIAL COMPONENT (2nd envelope)</div> <div style="border: 1px solid black; padding: 5px;">(outer envelope)</div>	1 package		
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1 package										

	<p>In addition, all documents comprising the Technical and Financial Components shall be electronically scanned and recorded in a USB Flash Drive. This USB Flash Drive shall be marked as “ELECTRONIC COPY” and shall be put inside the sealed envelope labeled “ORIGINAL BID”.</p> <p>All submissions must be contained and sealed in one (1) package. Each sealed Bid shall be labeled as follows:</p> <p style="text-align: center;"><HEADER/LABEL></p> <p style="text-align: center;">ATTENTION: THE BAC Chairperson INSURANCE COMMISSION 1071 United Nations Avenue, Ermita Manila</p> <p>NAME OF PROJECT: Project Name</p> <p>PROJECT REFERENCE NUMBER: Project Reference Number</p> <p>BIDDER'S NAME: Company Name</p> <p>BIDDER'S ADDRESS: Company Address</p> <p>EMAIL ADDRESSES: Company Representatives Email (For Bid Opening)</p> <p><HEADER/LABEL> shall be:</p> <ol style="list-style-type: none"> 1. “ORIGINAL BID PLUS TWO COPIES INSIDE” – for the bid package 2. “ORIGINAL BID” – for the 1st outer envelope <ol style="list-style-type: none"> 1.1 “ORIGINAL - TECHNICAL COMPONENT” – for the 1st envelope inside the 1st outer envelope 1.2 “ORIGINAL - FINANCIAL COMPONENT” – for the 2nd envelope inside the 1st outer envelope 1.3 “ELECTRONIC COPY” - USB Flash Drive 3. “COPY 1” – for the 2nd outer envelope <ol style="list-style-type: none"> a. “COPY 1 - TECHNICAL COMPONENT” – for the 1st envelope inside the 2nd outer envelope
19	<p>The lot and reference is:</p> <p style="text-align: center;"><i>PROCUREMENT OF JANITORIAL MANPOWER SERVICES FOR THE INSURANCE COMMISSION (MANILA HEAD OFFICE, CEBU AND DAVAO DISTRICT OFFICES) AND ITS PREMISES</i></p> <p>The goods and services are grouped in a single lot and the lot shall not be divided further into sub-lots for the purpose of bidding, evaluation and contract award.</p>

Section IV. General Conditions of Contract

1. **Scope of Contract**

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

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

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

2. **Advance Payment and Terms of Payment**

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

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

3. **Performance Security**

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

4. **Inspection and Tests**

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

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

The inspections and tests that will be conducted is:

Spot inspections on the performance of the janitors and the supervisor at any time it may deem necessary.

IC or its representative shall have the right to inspect and/or test the GOODS at any point during the existence of the contract to confirm their conformity to the Contract specifications at no extra cost to IC and at the expense of the Service Agency.

The IC 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 Service Agency shall either rectify or replace such rejected GOODS or parts thereof or make alterations necessary to meet the specifications at no cost to IC, and shall repeat the test and/or inspection, at no cost to IC, upon giving a notice pursuant to GCC Clause 5.

The Service Agency agrees that neither the execution of a test and/or inspection of the GOODS or any part thereof, nor the attendance by the IC or its representative, shall release the Service Agency from any warranties or other obligations under this Contract.

5. Warranty

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

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	Description
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to this Contract are delivered to Insurance Commission, 1071 United Nations Avenue, Ermita, Manila.</p> <p>Delivery of the Janitorial Services shall be made by the Janitorial Services Agency on a monthly basis. Upon delivery of the Janitorial Services to the Project Site, the Janitorial Services Agency shall notify the PROCURING ENTITY and present the following documents to the PROCURING ENTITY:</p> <ol style="list-style-type: none"> a. Original and four (4) copies of Monthly Deployment Report (MDR) duly accomplished by the Janitorial Services Agency at the end of each month stating the names of the janitors and supervisor, salary rates and actual attendance; b. Proof of remittance of Premiums to SSS, PhilHealth, PAG-IBIG and ECC for the benefit of the janitors and supervisor. c. The Service Agency shall provide the Janitorial Services for the Insurance Commission including supervision in accordance with the scope of services and methodology, tools and equipment, supplies and materials, janitorial plans, manpower complement and deployment schedules. d. The Service Agency shall comply with all relevant laws, rules and regulations pertaining to the employment of labor, existing or which hereafter may be enacted including but not limited to the Minimum Wage Law, Labor Code of the Philippines, Social Security Law, Employees Compensation and State Insurance Fund, Philippine Health Insurance Fund and Home Development Mutual Fund. e. All obligations under the provisions of the above-enumerated laws, other related pertinent statutes and existing IC internal Rules and Regulations presently in force and effect shall be complied with and strictly observed. f. Should the Service Agency fail to comply with its obligations under the above-enumerated laws and other related pertinent statutes, IC shall have the option to either rescind this Contract or deduct from the service fee any amount due and demandable from the Service Agency for its obligations to the IC including interest and penalties, if any. This option is without prejudice on the right of IC to confiscate the bond filed by the Service Agency, as well as to avail of other remedies provided for by law.

	<p>g. The Service Agency shall report all its employees to SSS, PhilHealth, PAG-IBIG for coverage and their contribution as well as all amortizations for salary/education/calamity and other loans shall be updated.</p> <p>h. The Service Agency shall execute a sworn statement, before the IC pays the consideration or part thereof under this Contract, that the Service Agency shall submit a copy of its payrolls signed by its workers assigned to perform the services every time the consideration is paid by IC.</p> <p>i. It is expressly and manifestly understood and agreed upon that all employees and/or workers of the Service Agency are not employees and/or laborers of the IC. Neither is there any employee-employer relationship between the IC and the Service Agency.</p> <p>j. The Service Agency shall not subcontract the performance of the service subject of this Contract or any part thereof without prior written conformity of the IC.</p> <p>k. The Service Agency shall immediately restore/repair/replace/pay any loss/es or damage/s caused to the IC-owned properties/security site pending investigation by the Agency and validated by Management.</p> <p>The Service Agency shall make all payments of salaries/compensation to service personnel in cash with corresponding pay slip or through individual Automated Teller Machine (ATM) services.</p> <p>Delivery of the Goods and Services shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity's Representatives at the Project Site are Mr. Crisostomo O. Ferrer and Mr. Rey M. Gannaban of the Administrative Division.</p> <p>Incidental Services – The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ul style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
	<p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>

	The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
	<p>If the Goods pertain to Expendable Supplies: Three (3) months after acceptance by the Procuring Entity of the delivered Goods or after the Goods are consumed, whichever is earlier.</p> <p>If the Goods pertain to Non-expendable Supplies: One (1) year after acceptance by the Procuring Entity of the delivered Goods.</p>
	If the Supplier is a joint venture, all 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	-	<u>21</u>
Total Manpower	-	22

All personnel must be of 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.

The Insurance Commission may request for additional janitors as the need arises, subject for approval of the Procuring Entity.

B. TOOLS AND EQUIPMENT REQUIREMENT

Manila Head Office				
IC Requirement			Max Age (in Years)	Age (in Years)
4	unit/s	Floor polisher	3	
1	unit/s	Pressure Washer	3	
2	unit/s	Wet Dry Vacuum Cleaner	3	
10	unit/s	Squeegee with metal handle	Brand new	
1	unit/s	8ft. Ladder	2	
2	unit/s	10ft. Ladder	Brand new	
5	unit/s	Signage	2	
3	unit/s	Mop Squeezer	Brand new	
10	unit/s	Liquid Soap Dispenser	3	
2	unit/s	Wheelbarrow	Brand new	
2	unit/s	Scissors (for gardening)	Brand new	
2	unit/s	Bolo	Brand new	
2	unit/s	Water hose 90m with coupling	Brand new	
9	unit/s	Water pail	Brand new	
10	unit/s	Dipper	Brand new	
4	unit/s	Rake (metal)	Brand new	
1	unit/s	grass cutter	Brand new	

1	unit/s	pruning scissors	Brand new	
6	unit/s	4 ft. waste segregation bins (with labels: Biodegradable, Recyclable, and Others)	Brand new	
2	unit/s	Leaf Blower	Brand new	
1	unit/s	Telescopic Chainsaw	Brand new	
Cebu District Office				
IC' Requirement			Max Age (in Years)	Age (in Years)
1	unit/s	Floor polisher	3	
1	unit/s	Wet/Dry Vacuum Cleaner	3	
1	unit/s	Squeegee with metal handle	Brand new	
1	unit/s	8ft. ladder	2	
1	unit/s	Mop Squeezer	Brand new	
1	unit/s	Liquid soap Dispenser	3	
2	unit/s	Water pail	Brand new	
2	unit/s	Dipper	Brand new	
Davao District Office				
IC' Requirement			Max Age (in Years)	Age (in Years)
1	unit/s	Floor polisher	3	
1	unit/s	Wet/Dry Vacuum Cleaner	3	
1	unit/s	Squeegee with metal handle	Brand new	
1	unit/s	8ft. ladder	2	
1	unit/s	Mop Squeezer	Brand new	
1	unit/s	Liquid soap dispenser	3	
2	unit/s	Water pail	Brand new	
2	unit/s	Dipper	Brand new	

C. SUPPLIES AND MATERIALS REQUIREMENT

1. MONTHLY MATERIALS

Manila Head Office				
Item	Qty per Annum	UOM	Bidder's Proposal	
			Total Quantity per Year, Unit	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	84	gallons		
Tissue Paper	7200	polls		
Interfolded paper towel	480	packs		
Paper Towel	96	plastic pack		
Complete Emulsion Wax	24	gallons		
Trash Bag (Small, biodegradable)	3216	pieces		
Trash Bag (XL, biodegradable, Transparent)	4800	pieces		
Powder Soap, branded	168	kilos		
Deodorant Cake (Albatross*)	144	pieces		
Scrubbing Pad 4' x 6'	180	pieces		
Cleanser (Ajax*)	60	paper cans		
Carpet Shampoo, branded	24	gallons		
Air Freshener (Glade*)	120	cans		
Glass Cleaner, branded	12	gallons		
Furniture Polish (Pledge*)	96	gallons		
Fabric Softener (Downy)	24	gallons		
Steel Wool	96	reams		
Face Mask	5	50/box		
Water-based insect killer (Baygon*)	96	cans		
Cebu District Office				
Item	Qty per Annum	UOM	Bidder's Proposal	
			Total Quantity per Year, Unit	Brand
All-purpose cleaner	12	gallons		
Dishwashing Liquid	12	gallons		
Disinfectant (Zonrox*)	4	gallon		
Toilet bowl Cleaner, Branded	4	gallons		
Rags	10	kilos		
Liquid soap, Branded	2	gallon		
Tissue Paper	96	packs (10pcs/pack)		
Trash Bag (XL, biodegradable, Transparent)	120	pieces		
Deodorant cake (Albatross*)	24	pieces		

Air Freshener (Glade*)	12	cans		
Glass cleaner, branded	12	bottle		
Furniture polish (Pledge*)	12	cans		
Disinfectant Spray	12	cans		
Insecticide Spray	12	cans		
Mop Head	12	piece		
Soft Broom	12	piece		
Rubber hand gloves	12	piece		
Davao District Office				
Item	Qty per Annum	UOM	Bidder's Proposal	
			Total Quantity per Year, Unit	Brand
All-purpose cleaner	12	gallons		
Dishwashing Liquid	12	gallons		
Disinfectant (Zonrox*)	12	gallon		
Toilet bowl Cleaner, Branded	12	gallons		
Rags	10	kilos		
Liquid soap, Branded	12	gallon		
Tissue Paper	108	rolls		
Complete Emulsion Wax	1	gallon		
Trash Bag (XL, biodegradable, Transparent)	120	pieces		
Deodorant cake (Albatross*)	48	pieces		
Air Freshener (Glade*)	24	pieces		
Glass cleaner, branded	12	bottles		
Furniture polish (Pledge*)	12	cans		

2. QUARTERLY MATERIALS

Manila Head Office				
Item	Qty per Annum	UOM	Bidder's Proposal	
			Total Quantity per Year, Unit	Brand
Complete wax, 5 liters	4	gallon		
Glass cleaner, glance diversey, 5 liters	4	gallon		
Steel wool, penguin	32	reams		
Mop Head	48	pieces		
Chamois	92	pieces		
Floor Polish/ liquid crystalizer (Terra Nova Wax*)	12	gallons		
Floor Mop	32	pieces		
Furniture polish (Pledge*)	32	cans		
Metal polish	12	cans		
Soft Broom	40	pieces		
Broom with Plastic connector	12	pieces		
Rubber Hand Gloves	40	pieces		
Stick Broom	60	pieces		

Liquid Pesticide (Malathione*)	4	bottles		
Fertilizer (Urea and Complete*)	20	kilos		
Cebu District Office				
Item	Qty per Annum	UOM	Bidder's Proposal	
			Total Quantity per Year, Unit	Brand
Floor Mop	8	piece		
Soft Broom	4	piece		
Davao District Office				
Item	Qty per Annum	UOM	Bidder's Proposal	
			Total Quantity per Year, Unit	Brand
Floor mop	12	pieces		
Soft broom	12	pieces		

3. SEMI-ANNUAL MATERIALS

Manila Head Office				
Item	Qty per Annum	UOM	Bidder's Proposal	
			Total Quantity per Year, Unit	Brand
Stripping Pad No. 16 Green	6	pieces		
Scrubbing Pad No. 16 Black	16	pieces		
Polishing Pad 16"	10	pieces		
Cebu District Office				
Item	Qty per Annum	UOM	Bidder's Proposal	
			Total Quantity per Year, Unit	Brand
Scrubbing Pad No. 16 Black	4	piece		
Davao District Office				
Item	Qty per Annum	UOM	Bidder's Proposal	
			Total Quantity per Year, Unit	Brand
Scrubbing Pad No. 16 Black	4	piece		

4. ANNUAL MATERIALS

Manila Head Office				
Item	Qty per Annum	UOM	Bidder's Proposal	
			Total Quantity per Year, Unit	Brand
Putty Knife	10	pieces		
Pail	6	pieces		
Mop Handle	50	pieces		
Ceiling Broom	6	pieces		
Toilet Bowl Brush w/ Handle	24	pieces		
Toilet Rubber Pump	30	pieces		
Toilet Brush Cleaner	40	pieces		
Metal Dust Pan (Outdoor)	4	pieces		
Dust Pan (Indoor)	20	pieces		

Shower/water dipper	10	pieces		
Trash Can Oval (Small) for CR Cubicle	40	pieces		
Cebu District Office				
Item	Qty per Annum	UOM	Bidder's Proposal	
			Total Quantity per Year, Unit	Brand
Pail	2	piece		
Toilet Brush Cleaner	6	piece		
Shower/water dipper	4	piece		
Davao District Office				
Item	Qty per Annum	UOM	Bidder's Proposal	
			Total Quantity per Year, Unit	Brand
Pail	2	pieces		
Toilet Brush Cleaner	6	pieces		
Shower/water dipper	4	pieces		

*Legend: * or its equivalent*

The supplies and materials shall be delivered to IC at least ten (10) days before the end of each preceding month.

IC shall receive the delivery of supplies and materials from the Service Agency. Issuance of the supplies and materials will be administered by IC.

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

The duration of the contract to be bid shall be for a period of one (1) year unless sooner terminated for cause. It may be extended in accordance with GPPB rules.

EVALUATION OF TECHNICAL PROPOSAL

ITEM	SPECIFICATION	STATEMENT OF COMPLIANCE
A.	Logistics - Annex A	
B.	Scope of Work - Annex B	
C.	Manpower - Annex C	
D.	Tools and Equipment Requirement - Annex D	
E.	Supplies and Materials Requirement - Annex E	

A. LOGISTICS

1. The Service Agency will provide the janitorial services with the minimum supplies, materials, tools and equipment required under the bidding rules which are deemed necessary in the effective implementation of janitorial services policies, rules and regulations of IC.
2. The Service Agency will also provide the daily time record (DTR), other logistical supplies such as logbooks, uniforms and paraphernalia.

B. SCOPE OF WORK

The bid covers the hiring of janitorial services to a one-year contract for the furnishing of labor, tools and equipment, supplies and materials, and the performance of janitorial services including supervision in accordance with the scope of service and methodology, standard supplies and materials, tool and equipment, janitorial plans and manpower complement and deployment schedules.

The Service Agency shall render and perform janitorial and related services as specified in Annex F – Services and Methodology.

The Service Agency shall provide the manpower, supplies and materials, tools and equipment, and supervision necessary to perform the services contemplated herein as reflected in Annex A, hereof, provided however, that the delivery of supplies and materials, tools and equipment shall be coursed through the IC.

C. MANPOWER

The Service Agency shall at all times provide the required number of service personnel (supervisor and janitors) as stipulated in Section VI. Schedule of Requirements, A. Manpower.

The Service Agency shall assign and provide the Procuring Entity with qualified and trained janitors who possess the following minimum qualifications:

- Must be at least high school graduate;
- 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;
- Must be subjected to and passed drug testing from an authorized drug testing centers, and shall provide certification on drug test result;
- 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;
- Must have undergone a Technical Education and Skills Development Authority (TESDA) training on janitorial services or its equivalent;
- 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;
- 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;
- The Supervisor shall exercise close supervision over the work of the assigned service personnel; and
- 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.

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.

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.

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 with 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 IDs to allow access/entry.

The Service Agency shall provide uniforms and name tags to its service personnel appropriate to their positions. The type of uniforms to be used shall have the prior approval of IC.

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.

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.

The Service Agency 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.

The Service Agency 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 the advice of the Procuring Entity, shall replace any of its personnel whose performance does not meet the Procuring Entity's satisfaction.

The Service Agency'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.

The Service Agency shall not be allowed to employ trainees/apprentices to perform regular work herein contracted.

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.

The Service Agency shall provide at least eight (8) service personnel at any given time for the period 6:00 a.m. to 7:00 p.m., Monday to Friday, and twenty (20) service personnel from 8:00 a.m. to 5:00 p.m. every Saturday.

DEPLOYMENT SCHEDULE

NO. OF JANITORIAL PERSONNEL	AREAS COVERED	DUTY SCHEDULE (MONDAY TO SATURDAY)
A. MANILA HEAD OFFICE		
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 and Insurance Pools 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	
	Anti-Money Laundering and Corporate Governance 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	Deputy Commissioner 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	Deputy Commissioner for Mgt. Support Services; Legal and Financial Examination	8 Hours
	Lobby/Hallway	
	Deputy Commissioner's 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		
1 - utility/ janitor	IC Cebu District Office Premises	8 hours
C. DAVAO DISTRICT OFFICE		
1 utility/ janitor	IC Davao District Office Premises	8 Hours

D. TOOLS AND EQUIPMENT REQUIREMENT

Please check Paragraph B, Section VI. Schedule of Requirements

E. SUPPLIES AND MATERIALS REQUIREMENTS

Please check Paragraph C, Section VI. Schedule of Requirements

I. MINIMUM QUALIFICATION REQUIRED:

The service agency should be registered under the DOLE Department Order No. 174, Series of 2017 and licensed to engage in the business of maintenance, cleaning, sanitation and other related janitorial services.

II. SCOPE OF WORK:

STANDARDS

1. Floors, stairways, ceiling and other horizontal surfaces:
 - Clean and glossy floors and other horizontal surfaces;
 - Fire escape stairways should be free from obstructions;
2. Walls, doors, partitions and other vertical surfaces:
 - Clean walls, slat doors, air vents, outlets, glass partitions, and all other vertical surfaces within the building premises-free from dust, dirt and stains
3. Clean windows, grills and frames, glass panes:
4. Comfort rooms:
 - Toilet fixtures, mirrors, tiles should be free from stains, dirt, germs and foul smell.
5. Other janitorial services:
 - Available janitors must be able to attend to urgent requests (including messengerial services) that may be assigned from time to time.

DAILY ROUTINE OPERATIONS

- a. Sweeping, mopping, spot scrubbing and polishing of all floors of the abovementioned premises. Areas where heavy traffic occurs, including the main lobby, entrance ways, waiting areas, and comfort rooms shall be serviced continuously during hours of public use to guarantee cleanliness.
- b. Cleaning and sanitizing of toilets and restrooms, including the washbasins, urinals and toilet bowls, using effective disinfecting chemicals.
- c. Fogging of toilets and hallways with deodorants.
- d. Dusting and cleaning of horizontal and vertical surfaces including furniture.
- e. Dusting, polishing and cleaning of all glass tops, glass doors, glass partitions, inside windows ledges, air vents, partitions and bass attachments which require daily attention.
- f. Emptying and cleaning of trash bins and other waste containers.
- g. Removing cobwebs and removing finger marks on the walls and ceiling where necessary.

- h. Maintenance/watering of ornamental plants.
- i. Washing of cups, saucers, spoons and other office utensils used during meetings, seminars and conferences;
- j. Cleaning of the parking area.
- k. Checking of water faucets, water apparatus, lights and other electricity-run devices.
- l. Disinfection of work areas and frequently handled and touched objects such as toilets, door handles or door knobs, countertops, switches and tables at least once every two (2) hours with disinfectant solution of 1:10 bleach and water dilution.
- m. Other related janitorial services.

WEEKLY PERIODIC OPERATIONS

- a. Washing, scrubbing, waxing and polishing of all floors and stairways of IC Office premises.
- b. Washing of inside glass windows, partitions and doors.
- c. Dusting of light fixtures suspended from the ceiling venetian blinds and drapes.
- d. Cleaning, waxing and polishing of all office furniture and fixtures, office equipment, counters, refrigerators, and the like, excluding equipment that require specialized maintenance. Furniture such as davenport and chairs, showing signs of soil due to any cause will be washed and cleaned.
- e. Polishing of all metal signs.
- e. Vacuum cleaning of draperies and carpets.
- f. Watering and cultivation of indoor plants.

MONTHLY PERIODIC OPERATIONS

- a. General cleaning of all exterior glasses and ledges.
- b. General cleaning of all areas covered by this contract.
- c. Cleaning of diffusers, light, venetian blinds and other fixtures as may be indicated by the IC.
- d. Cleaning, dusting, sweeping and mopping all floors at the storage rooms.

MISCELLANEOUS SERVICES

- a. Shampooing of carpets and furniture in fabric quarterly or as may be indicated by the IC.
- b. Assistance in the undertaking of necessary repairs, revarnishing, repainting, construction or improvement of shelves and other furniture or renovations.
- c. Hauling of office furniture and equipment.
- d. Report of needed repairs such as leaking of pipes and faucets.
- e. Cleaning and de-clogging of basins, comfort room drainage, gutters and waterspouts.
- f. Performing miscellaneous official errands as may be required by heads of offices.

GARDEN MAINTENANCE

- a. Regular watering of lawns and plants.
- b. Regular trimming of grasses.
- c. Sweeping and removal of dried leaves.
- d. Cleaning of garden and disposal of trash.
- e. Regular application of fertilizers to plants and garden.
- f. Cultivation, landscaping and general care of plants and garden.

IV. GENERAL CONDITIONS

1. In order to carry out the maintenance, janitorial and sanitation services, the SERVICE AGENCY shall furnish its personnel with all the necessary equipment, supplies and materials for its own account. The cost of electricity and water shall be for the account of the IC. All the supplies of the SERVICE AGENCY shall be turned over on a quarterly basis to the Administrative Division for monitoring/safekeeping based on the bid details of the SERVICE AGENCY.

The IC shall provide a space where aforementioned equipment and materials of the SERVICE AGENCY shall be stored. The IC may inspect the said space at any time through its duly authorized representative. The SERVICE AGENCY shall hold the IC free from any liability arising from loss or damage of such materials and equipment.

2. For the performance of the foregoing maintenance and sanitation job, the SERVICE AGENCY shall furnish the services of healthy, reliable, honest, professionally trained and carefully selected personnel who have the necessary and adequate Medical (including drugs test), NBI and Police Clearances composed of twenty-two **(22) janitors** to work eight (8) hours a day, six (6) days a week, from Mondays to Saturdays except Sundays and holidays to be deployed as specified in **ANNEX 1**.

This number may be increased or decreased depending upon the exigencies of the service or the need of the janitorial services as may be determined by the IC based on the rates as shown in the attached Approved Budget for the Contract through a written request of its Head or the Chairman.

3. The performance of the SERVICE AGENCY shall be rated based on a prescribed set of performance criteria on a monthly basis. The IC may also conduct an overall annual assessment or evaluation of the performance of the SERVICE AGENCY. Based on the assessment, the IC may pre-terminate the contract for the failure of the SERVICE AGENCY to perform its obligations and to conform to the standards of the IC. The IC may, however, renew the contract on a monthly basis up to a maximum duration of one (1) year, subject to performance evaluation and compliance with the Revised Implementing Rules and Regulations (RIRR) of Republic Act No. 9184.
4. The SERVICE AGENCY's personnel shall be provided with adequate uniforms and appropriate Identification Cards at the expense of SERVICE AGENCY, which shall be worn by the janitors at all times for proper identification.
5. The SERVICE AGENCY shall provide relievers and/or replacement at all times in case of absence of its personnel. Overtime work rendered by janitors and supervisors during special occasions such as conferences, meetings, anniversaries, and other special events shall be subject to prior authorization by the concerned Head of Office and availability of funds.
6. The Supervisor of the janitors shall receive instructions regularly from the IC's representative (Management and Administrative Department Director), i.e., rotation of janitor's areas for further improvement to effectively and efficiently provide the sanitation, maintenance and janitorial services for the IC. The Supervisor may likewise be replaced or subjected to rotation upon recommendation of the IC's representative and upon approval of the Chairman.
7. The Supervisor shall submit to the Director, Management and Administrative Department, a list of persons to perform the job indicating their definite assignment. Said official shall be duly informed of any change of assignment of personnel.
8. Each of the SERVICE AGENCY's personnel shall personally punch-in and out his/her daily time card and enter his/her true and correct time entries on logbook of the daily attendance of such personnel which shall be kept and maintained by the

security officer assigned to the IC. The absences and overtime to be incurred by any of them shall be deducted from the monthly payment of services rendered pursuant to the provisions of this TOR directly in proportion to the agreed contract rate.

9. The personnel of the SERVICE AGENCY will be subjected to on-the-spot search by the IC's duly hired guards or security men on duty every time said service personnel enter and leave the premises.
10. The SERVICE AGENCY shall be liable for all losses and/or damages to IC's properties caused by or arising out of the performance of janitorial services through negligence, dishonesty, inefficiency and/or such other faults of its employees including those which shall be suffered by the IC offices and agencies and/or tenants and employees thereof housed within the IC's premises. It is expressly understood, however, that the SERVICE AGENCY shall not be liable for losses and/or damages incurred by the IC due to fortuitous events except when the SERVICE AGENCY's employees commit acts inimical to the IC during fortuitous events. Accordingly, the IC shall not be responsible for any and all claims for personal injury or damage, including death, caused either to any of the janitors or any third person where such injury or death arises out of or in the course of, the lawful performance of janitorial functions of said janitors. It must be stressed however, that it is the responsibility of the SERVICE AGENCY to closely supervise, coordinate, control and monitor the discharge of the duties by the janitors in accordance with the terms of this TOR.
11. The SERVICE AGENCY shall not be liable for loss and/or damage relating to the provisions on this contract which are not reported verbally or in writing within seven (7) working days from the time the same reached the IC's knowledge.
12. The IC shall not be liable for personal obligations or indebtedness of the janitors assigned to its premises.
13. The SERVICE AGENCY shall comply with all existing labor laws, including minimum wage, 13th month pay, service incentive leaves with pay, SSS/Philhealth/EC/PAGIBIG Premium contributions and other mandatory benefits as prescribed by law for all its employees assigned to the IC. For this purpose, the SERVICE AGENCY shall submit monthly upon presentation of the bill, a sworn certification that it has paid the wages, allowances and other monetary benefits of its employees assigned to the IC in accordance with all labor laws and adjustments mandated.

The SERVICE AGENCY shall not collect any placement or other fees from its employees which do not have any legal basis. Any fee collected which was not explicitly included in the original contract shall be reported to and shall have prior approval with the IC.

In addition to the aforementioned sworn certification, the SERVICE AGENCY shall submit a monthly payroll as proof of compliance that the employees assigned to the IC have received or have been receiving their wages and other social legislations.

Failure on the part of SERVICE AGENCY to submit the required sworn certification and monthly payroll shall authorize the IC to make direct payment of wages and other emoluments to the concerned employees for services actually rendered.

The IC shall pay the SERVICE AGENCY not later than the 15th and 30th or last calendar day of the following month based on the billing statement which should be submitted to the IC not later than the 7th and 21st of each month for the duration of the contract.

It is understood that upon presentation of the corresponding bill thereof a sworn certification shall be submitted to the IC to the effect that the wages of the janitors including other emoluments and/or allowances due them for the preceding month have all been paid.

It is understood that a portion of the above consideration equivalent to that amount to which the janitor/s is/are entitled by the way of salary or compensation shall be earmarked and set aside for such remuneration and shall be received by the SERVICE AGENCY from the IC in trust only for said janitor/s.

The 13th month pay shall be paid semi-monthly by the SERVICE AGENCY to its janitors simultaneous with the payment of wages.

14. At any time before the initial payment shall be made to the SERVICE AGENCY, the SERVICE AGENCY shall submit to the Director, Management and Administrative Department a list of persons to perform the job indicating definite assignment for each together with copy of their latest pictures for the reference of the IC. Said official shall be duly informed of any change of assignment of personnel. It is understood that the initial payment as well as subsequent payments to be made for the services of the SERVICE AGENCY under the Contract shall be contained in Bill of Collection accompanied by the following documents:
 - A. Evidence of actual rendition of service attaching thereto the daily time cards of its personnel;
 - B. Sworn Certification that it has no unpaid salaries or wages for services rendered by its personnel and that it has complied with the provisions of existing laws, wage orders, Executive Orders, other presidential issuances and the regulations promulgated thereunder as well as pertinent city ordinances; and
 - C. Payroll of the last payday in case of subsequent payments under the Contract to include proof of payment of 13th month pay;
15. Should there be any law passed increasing the minimum wage or requiring additional compensation in any form, the agreed consideration shall be automatically adjusted.
16. The IC shall have the right to automatically terminate the contract in case any of its stipulations and covenants are violated by SERVICE AGENCY upon notice to the latter. The IC shall be entitled to damages as may be granted and/or awarded to it

in the courts of law, and shall have the right to unilaterally renegotiate and/or award the unfinished services to another AGENCY in accordance with the Revised Implementing Rules and Regulations of Republic Act No. 9184 and related Government Procurement Policy Board (GPPB) Issuances.

17. The SERVICE AGENCY shall post a performance security in an amount equivalent to 10% if cash, cashier's/manager's check, bank draft/irrevocable letter of credit issued by a Universal or Commercial Bank, or 50% if surety bond of the total contract price to guarantee the payment of wages, salaries or compensation of its janitors and also for the faithful compliance with the terms, conditions and provisions of the Contract. It is also understood that the Performance Bond set by the SERVICE AGENCY shall subsist until the expiration of the Contract and shall be answerable for whatever losses and/or damages that the IC or any of its officials and employees may incur or suffer.
18. There shall be no employee-employer relationship between the IC and the SERVICE AGENCY as well as with the persons whom the SERVICE AGENCY may assign to perform the services subject of the contract. The SERVICE AGENCY hereby acknowledges that no authority has been conferred upon it by the IC to hire any person on behalf of the IC and that the persons assigned by the SERVICE AGENCY to perform the services called for under this TOR are not employees of the IC and are not in any way or manner connected with or related to the IC. It is expressly understood and agreed that the persons to be assigned to IC shall remain the employees of the SERVICE AGENCY. As such, the SERVICE AGENCY warrants that it shall fully and faithfully comply with all laws, rules and regulations, existing or which may hereinafter be enacted, pertaining to employment of labor including but not limited to the requirement of the Labor Code, as amended, and the Social Security Act. The SERVICE AGENCY hereby warrants and holds the IC free from any liability arising out of any accident that may befall the SERVICE AGENCY's employees while performing their duties at the IC's premises.
19. The monthly salary which is to be paid directly to each janitor per the SERVICE AGENCY's cost breakdown be strictly carried out without deduction or qualifications, except for absences, undertime and the SSS Premium, PhilHealth, Pag-IBIG, EC contribution and state insurance share of the janitor and shall be paid through Automated Teller Machines (ATM), preferably through Land Bank of the Philippines. The SERVICE AGENCY shall be given a maximum period of one (1) month from the start of contract period to secure ATM accounts for regular janitors.
20. The SERVICE AGENCY should be financially capable such that it has sufficient/liquid assets to shoulder its current liabilities particularly the payment of salaries and benefits for at least two (2) months of their deployed janitors to IC. The administrative cost and profit margin of the **SERVICE AGENCY** should not be less than the amount provided by DOLE Department Order or issuances and must be able to provide the salaries and benefits of the janitors when these fall due.
21. In case of tie among bidders, i.e., two or more of the bidders are determined and declared as the Lowest Calculated and Responsive Bidder, the IC shall adopt the

non-discretionary/non-discriminatory tie-breaking method which is the draw lots method.

22. The bid price to be submitted shall be rounded off to two decimal places. (Verification/evaluation of bids will be thru manual computation)

V. PROVISIONS FOR EQUIPMENT, SUPPLIES AND MATERIALS:

Provisions for brand new equipment, supplies and material, including schedule of delivery of the same are specified in **ANNEX 2**.

VI. ELIGIBILITY OF THE SERVICE PROVIDER

1. Duly licensed Filipino citizens/sole proprietorships.
2. Duly registered with the Regional Office of the Department of Labor and Employment where it principally operates.
3. Partnership 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.
4. 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.
5. Cooperatives duly organized under the laws of the Philippines, and of which at least sixty percent (60%) belong to the citizens of the Philippines.
6. Persons/entities forming themselves into a joint venture i.e. 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 joint venture concerned shall be at least sixty percent (60%). For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their Joint Venture Agreement (JVA).

VII. ELIGIBILITY DOCUMENTS REQUIRED

1. Registration Certificate from the Securities and Exchange Commissions (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, or any proof of such registration as stated in the bidder is located.
2. Mayor's permit issued by the city or municipality where the principal place of business of the prospective bidder is located.
3. The Company's Audited Financial Statements (AFS) and Income Tax Return (ITR), showing respectively the company's total and current asset and liabilities and taxes

paid, stamped "RECEIVED" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission or within the period as required by law.

4. Duly signed list of all its ongoing and completed 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, for the current and last three (3) years indicating the client's name and contact details and their performance ratings.
5. Tax Clearance Certificate.

VIII. OTHER REQUIREMENTS

1. Five (5) years of experience in janitorial services presented in written and duly notarized documents showing therein the following but shall not be limited to:

- 1.1 Record of previous engagement and quality of performance

- a.1 Name of Client
- a.2 Duration of the contract
- a.3 Amount of the contract
- a.4 No. of janitors and supervisors deployed per client

2. Organization set up of the firm

3. Resources

- 3.1 Quantity and kind of equipment and supplies available
- 3.2 Total Number of janitors and supervisors

4. Housekeeping plan

5. Recruitment and Selection Process. The SERVICE AGENCY shall submit a brief profile of the janitors to be deployed to IC upon receipt of the Notice to Proceed.

6. Uniform including design and other paraphernalia.

IX. APPROVED BUDGET FOR THE CONTRACT

Eight Million One Hundred Forty Nine Thousand Seven Hundred Thirty Nine Pesos and 75/100 (P8,149,739.75) ONLY.

For purposes of the computation of budgetary requirements, please refer to **ANNEX 1.**

ANNEX 1

COMPUTATION OF THE MONTHLY SALARY OF JANITORS			
A. AMOUNT DUE TO GOVERNMENT AND JANITOR	MANILA (In Peso)	CEBU (In Peso)	DAVAO (In Peso)
MINIMUM WAGE RATE (MWR)	<i>NCR Minimum Wage Rate = P610.00 per Wage Order No. NCR-24, s. of 2023</i>	<i>Minimum Wage Rate = P425.00 per Wage Order No. ROVII-23, s. of 2022</i>	<i>Minimum Wage Rate = P425.00 per Wage Order No. RBXI-21, s. of 2018</i>
<i>per Janitor</i>			
Basic Daily Wage Rate (MWR x 313 ¹ days/12)	15,650.00	11,085.42	11,424.50
13th month pay (MWR x days/12/12)	1,304.17	923.78	952.04
5 days incentive leave pay (MWR x 5/12)	254.17	177.08	184.58
COLA (10 x 313 / 12)	260.83	-	260.83
<i>per Government</i>			
SSS (Employer Share)	1,502.50	1,055.00	1,102.50
PhilHealth - 4.50% of Monthly Basic Salary (Employer Share)	352.13	249.42	257.05
EC (Employer Share)	30.00	10.00	10.00
Pag-IBIG Premium (Employer Share)	100.00	100.00	100.00
Cost per Janitor	19,453.79	13,600.71	14,291.51
Multiplied by No. of Janitor/s	20	1	1
TOTAL AMOUNT DUE TO GOVERNMENT AND JANITOR	389,075.80	13,600.71	14,291.51
B. Agency Fee (at least 10% of the amount due to the Janitor)			
C. Supplies Provision (Average Monthly Cost of Supplies)			
D. 12% Value-Added Tax [(A +B +C) x 12%]			
Total Cost of Janitorial Service per Month			
Multiplied by number of months	12	12	12
TOTAL ANNUAL COST OF JANITORIAL SERVICES			

¹ pp. 8, Handbook Workers' Statutory Monetary Benefits, 2023 Edition, https://bwc.dole.gov.ph/images/Handbook/2023-08-10_Handbook-on-Workers-Statutory-Monetary-Benefits_2023edition.pdf

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable; **and**
- (f) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

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

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

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

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

BID FORMS

FORM NO.	FORM TITLE
IC Form No. 1	BID FORM
IC Form No. 1-A	DETAILED BID PRICE SCHEDULE
IC Form No. 2	FINANCIAL DOCUMENTS FOR ELIGIBILITY
IC Form No. 3	LIST OF ALL ONGOING GOVERNMENT & PRIVATE CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED
IC Form No. 4	STATEMENT IDENTIFYING THE BIDDER'S SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE CONTRACT TO BE BID WITHIN THE LAST FIVE (5) YEARS
IC Form No. 5	JOINT VENTURE AGREEMENT
IC Form No. 6	CONFORMITY WITH SECTION VI (SCHEDULE OF REQUIREMENTS) AND SECTION VII (TECHNICAL SPECIFICATIONS)
IC Form No. 7	OMNIBUS SWORN STATEMENT
IC Form No. 8	BID SECURING DECLARATION
IC Form No. 9	PERFORMANCE SECURING DECLARATION

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

BID FORM

Date : _____
Project Identification No. : _____

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

Gentlemen and/or Ladies:

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

If our Bid is accepted, we undertake:

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

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:
Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

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

(if none, state "None")

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

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

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

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

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

Name : _____
Legal Capacity : _____
Signature : _____
Duly authorized to sign the Bid for and behalf of : _____
Date : _____

**For Goods Offered From Within the Philippines
Detailed Bid Price Schedule**

Date: _____
Project ID No: _____

Project : PROCUREMENT OF JANITORIAL MANPOWER SERVICES FOR THE INSURANCE COMMISSION (MANILA HEAD OFFICE, CEBU AND DAVAO DISTRICT OFFICES) AND ITS PREMISES FOR 2023

Code:
Date of Bidding: _____
Time of Bidding: _____

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

For Goods Offered From Within the Philippines

LOT NO.	DESCRIPTION	QTY	U/M	Unit Price	Total Price
1	Procurement of Janitorial Manpower Services for the Insurance Commission (Manila Head Office, Cebu and Davao District Offices) and its Premises for 2023	1	lot		
TOTAL BID PRICE, Pesos :					
Plus 12% RVAT :					
TOTAL BID PRICE PHP :					

Total Amount in Words :

_____ (PhP _____)

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

Signature/Date
Authorized Official/Position

IC Form No. 2

Financial Documents For Eligibility Check

1. 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)	

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

NFCC = 15 (current assets– current liabilities) minus value of all outstanding works under ongoing contracts including awarded contracts yet to be started

NFCC = PhP _____

Herewith attached are certified true copies of the income tax return and audited financial statement: stamped "RECEIVED" by the BIR or BIR authorized collecting agent for the immediately preceding year and NFCC Computation and/or certificate of commitment from a licensed bank to extend a credit line.

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. 3

List of all Ongoing Government & Private Contracts including Contracts Awarded but not yet Started

Business Name : _____
Business : _____
Address : _____

Name of Contract/ Project Cost	1. Owner's Name 2. Address 3. Telephone Nos.	Nature of Work	Bidder's Role		1. Date Awarded 2. Date Started 3. Date of Completion	% of Accomplishment		Value of Outstanding Works / Undelivered Portion
			Description	%		Planned	Actual	
<u>Government</u>								

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

1. *Notice of Award and/or Contract*
2. *Notice to Proceed issued by the owner*

Submitted by : _____
(Printed Name & Signature)

Designation : _____
 Date : _____

IC Form No. 4

STATEMENT OF SINGLE (1) LARGEST COMPLETED CONTRACT OF SIMILAR NATURE WITHIN THE LAST FIVE (5) YEARS FROM DATE OF SUBMISSION AND RECEIPT OF BIDS AMOUNTING TO AT LEAST FIFTY PERCENT (50%) OF THE APPROVED BUDGET FOR THE CONTRACT (ABC)

OR

STATEMENT OF AT LEAST TWO (2) CONTRACTS OF SIMILAR NATURE WITHIN THE LAST FIVE (5) YEARS FROM THE DATE OF SUBMISSION AND RECEIPT OF BIDS, THE AGGREGATE OF WHICH SHOULD BE EQUIVALENT TO AT LEAST FIFTY PERCENT (50%) OF THE ABC, AND THE LARGEST OF THESE SIMILAR CONTRACTS MUST BE EQUIVALENT TO AT LEAST TWENTY FIVE PERCENT (25%) OF THE ABC (25%) OF THE ABC

Business Name : _____
Business : _____
Address : _____

Name of Contract	1. Owner's Name 2. Address 3. Telephone Nos.	Nature of Work	Bidder's Role		1. Amount at Award 2. Amount at Completion 3. Duration	1. Date Awarded 2. Contract Effectivity 3. Date Completed
			Description	%		
<u>Government</u>						

Note: Any of the following documents shall be submitted upon post-qualification:

- a) Copy of End User's Acceptance; or
- b) Official Receipt/s; or
- c) Sales Invoice

Submitted by: _____
(Printed Name & Signature)

Designation : _____

Date : _____

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.

1. 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 20__.

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
_____)S.S.

BEFORE ME, a Notary Public for and in _____, Philippines, this _____
day of _____, 20____, 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 20____
PTR No. _____
Issued at: _____
Issued on: _____
TIN No. _____

Doc. No. _____
Page No. _____
Book No. _____
Series of 20____.

IC Form No. 6

**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 _____, 20___, 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 20____.

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)

CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

1. *[Select one, delete the other:]*

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

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

2. *[Select one, delete the other:]*

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not “blacklisted” or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

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

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, Procurement Agent if engaged, 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, Procurement Agent if engaged, 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, Procurement Agent if engaged, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__ at _____, Philippines.

*[Insert NAME OF BIDDER OR ITS
AUTHORIZED REPRESENTATIVE]*

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

BID SECURING DECLARATION

Project Identification No.: *[Insert number]*

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of [month]
[year] at [place of execution].

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]*

[Insert signatory's legal capacity]

Affiant

Jurat

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

IC Form No. 9

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

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]
To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of [month] [year] at [place of execution].

*[Insert NAME OF BIDDER OR ITS
AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant*

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

Republic of the Philippines

gppb