DEPARTMENT OF ENERGY
(Kagawaran ng Enerhiya)
Procurement Management Division
G/F DOE Main Bldg., Energy Center, Rizal Drive cor. 34th Street
Bonifacio Global City, Taguig City, Philippines 1632
Telephone No.: (02) 3479-2900 local 428
Facsimile: (02) 8541-4105
Email address: **bacsecretariat@doe.gov.ph**

BIDDING DOCUMENTS

Early Procurement of Janitorial Services CY 2027

(Purchase Request No. 02-0101-2027-EP-0013)

First Edition
May 2025

TABLE OF CONTENTS

Glossary of Acronyms, Terms, and Abbreviations 4

Definition of Terms 6

Section I. Invitation to Bid 8

Section II. Instructions to Bidders 13

Section III. Bid Data Sheet 45

Section IV. General Conditions of Contract 51

Section V. Special Conditions of Contract 67

Section VI. Schedule of Requirements 73

Section VII. Technical Specifications 74

Section VIII. Philippine Bidding Document Related Forms 103

Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

BDS – Bid Data Sheet.

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA - Cooperative Development Authority.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

COS – Contract of Service.

CPI – Consumer Price Index.

DDP – Delivered Duty Paid.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

GCC - General Conditions of Contract.

GFI – Government Financial Institution.

GOCC – Government-Owned and/or –Controlled Corporation.

GoP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

HoPE – Head of Procuring Entity.

INCOTERMS – International Commercial Terms.

IRR – Implementing Rules and Regulations.

ITB – Instructions to Bidders.

JO – Job Order.

LCB- Lowest Calculated Bid.

LCRB – Lowest Calculated Responsive Bid.

LGU – Local Government Unit

LoC – Letter of Credit.

MAB – Most Advantageous Bid.

MARB – Most Advantageous Responsive Bid.

MEARB – Most Economically Advantageous Responsive Bid.

MYCA – Multi-Year Contracting Authority.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

PSA – Philippine Statistics Authority.

RA No. – Republic Act Number.

SARB – Single Advantageous Responsive Bid.

SCC - Special Conditions of Contract.

SCRB – Single Calculated Responsive Bid.

SEARB – Single Economically Advantageous Responsive Bid.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Definition of Terms

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

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

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

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

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

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

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

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

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

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

technical requirements, and the most advantageous bid in reference to the highest rated offer based on the quality component of the bid.

MEARB – refers to the award criteria in the procurement of Goods where the considerations for the award of contract are the eligibility of the bidder, and the responsiveness of its bid to the technical requirements, and the determination of the most economically advantageous bid in reference to the quality-price ratio allocated to the technical and financial components of the bid.

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

Project – refers to a specific or identified procurement covering Goods, Infrastructure Projects or Consulting Services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan.

Services - means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by its Bid. Supplier as used in these Bidding Documents may likewise refer to a manufacturer, distributor, contractor, or consultant, or service provider.

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

Section I. Invitation to Bid

DEPARTMENT OF ENERGY
Energy Center, Rizal Drive cor. 34th Street
Bonifacio Global City, Taguig City, Philippines 1632
Telephone No.: (02) 3479-2900 local 428
Facsimile: (02) 8541-4105
Email address: **bacsecretariat@doe.gov.ph**

INVITATION TO BID FOR THE EARLY PROCUREMENT OF JANITORIAL SERVICES CY 2027

1) The **Department of Energy (DOE)**, through the **National Expenditure Program CY2027** intends to apply the sum of **Php23,750,000.00** being the Approved Budget for the Contract (ABC) to payments under the contract for the **Early Procurement of Janitorial Services CY 2027** with **PR No. 02-0101-2027-EP-0013.** Bids received in excess of the ABC shall be automatically rejected at bid opening.

2) The **DOE** now invites bids for the **Early Procurement of Janitorial Services CY 2027** using a strategic early procurement approach to ensure the timely engagement of qualified service providers ahead of the 2027 fiscal year. Delivery of the Goods/Services is required to be completed **based on the Terms of Reference**. Bidders should have completed at least **two (2) years** from the date of submission and receipt of bids, contracts similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.

3) Bidding will be conducted through competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the Implementing Rules and Regulations of Republic Act No. 12009.[1]

   i) Bidding is open to all interested Bidders, whether local or foreign, subject to the conditions for eligibility provided in the IRR.

4) Interested Bidders may obtain further information from:

   The DOE is implementing an **Alternative Work Arrangement setting with working days at DOE from Mondays to Thursdays, and Flexible Work Arrangements on Fridays.** Interested bidders may obtain further information from the Department of Energy – Procurement Management Division and inspect the Bidding Documents at the address given below during office hours from Mondays to Thursdays from 8:00am to 4:00pm.

---

[1] Sec. 52.4.1.2 Foreign Bidders may be eligible to participate under any of the following circumstances in accordance with the guidelines issued by the GPPB:

a. When provided for under any treaty or international or executive agreement as provided in Section 4 of the Act and this IRR;
b. When the foreign supplier is a citizen, corporation, or association of a country, the laws, or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
c. When the goods sought to be procured are not available from local suppliers; or
d. When there is a need to prevent situations that defeat competition or restrain trade.

Procurement Management Division
Department of Energy
G/F-Annex Building, Energy Center
Rizal Drive cor. 34th Street, Bonifacio Global City
Taguig City, Philippines 1632

Please secure the Order of Payment by sending an email to **pmd@doe.gov.ph** or **pmarqueta@doe.gov.ph** with the following information before payment:

1. Procurement Title or Title of Item to be Bidded: _____
2. Company Name: _____
3. Company Address: _____
4. Email Address:_____
5. Contact No.:_____

The Order of Payment will be issued through the email address provided by the Bidder.

The DOE also accepts payment for the Bidding Documents through bank payment (Landbank of the Philippines):

Payment for	:	Bidding Documents for [Item to be Bidded]
Payee Account Name	:	DOE Trust Fund
Account Number	:	3982-1098-59
Swift Code	:	TLBPPHMM
Beneficiary Address	:	Department of Energy, Energy Center, BGC Taguig City

Copy of the payment receipt must be emailed to:

Jaymee Joy A. Deogracias:
bacsecretariat@doe.gov.ph or **jdeogracias@doe.gov.ph**

For Pre-Bid Conference purposes, the Bidding Documents may be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity. The bidder shall pay the Bidding Documents not later than the submission of their bids.

Bidders are encouraged to download a copy of the Bidding Documents for Pre-Bid Conference purposes instead of physically securing a hard copy at the DOE-BAC Secretariat office.

5) A complete set of Bidding Documents may be acquired by interested Bidders on **05 November 2026** upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Php23,000.00**.

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

6) The **DOE** will hold a Pre-Bid Conference on **8:00AM on 13 November 2026** at the **ESEOC, 4th Floor, PNOC Building 5** which shall be open to prospective Bidders. You may refer to the link provided to confirm your participation and attendance.



https://forms.office.com/r/ZUBry2BKSJ?origin=lprLink

7) Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **8:00AM of 27 November 2026** or submission could be made through courier service provided it will be stamped-received by the DOE Records Management Division or the BAC Secretariat on or before **8:00AM of 27 November 2026**. Online submission is not yet available. Late bids shall not be accepted.

   Procurement Management Division
   Department of Energy
   G/F-Annex Building, Energy Center
   Rizal Drive cor. 34th Street, Bonifacio Global City
   Taguig City, Philippines 1632

8) All Bids must be accompanied by a Bid Security in any of the acceptable forms and in the amount stated in ITB Clause 16.1.

9) Bid opening shall be on **9:00AM of 27 November 2026** at **DOE-Databank Training Room.** The Bidder's official and/or authorized representative, as stated in the bid submission, is required to attend the Bid Opening. Bids will be opened in the presence of the bidders' representative. Attendees shall be subject to the DOE Protocols for Visitors.

10) If the Bidder has constraints, it has the option to attend the Opening of Bids through Video conferencing using MS Teams. Prospective bidders are advised to download MS Teams app prior to the date of the Opening of Bids. The bidders are required to submit the following information through bacsecretariat@doe.gov.ph or jdeogracias@doe.gov.ph on or before **23 November 2026:**

    a) Complete name of the authorized company representative who will participate in the Pre-Bid Conference. Complete company Name, address and contact details;

    b) Active email addresses where the invitation/link will be sent; and

    c) Indicate the item/s the company would like to participate.

11) The **DOE** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 70[2] of R.A. No. 12009, without incurring any liability to the affected Bidder or Bidders.

[2] Reservation Clause

12) For further information, please refer to:

Jaymee Joy A. Deogracias
Procurement Management Division
G/F-Annex Building., Energy Center
Rizal Drive cor. 34th Street, Bonifacio Global City
Taguig City, Philippines 1632
Email address: **bacsecretariat@doe.gov.ph**
Telephone/Facsimile: (02) 3479-2900 local 383 (02) 8541-4105
Website: **www.doe.gov.ph**

13) You may visit the following websites:

For downloading of Bidding Documents: *www.doe.gov.ph*

For electronic bid submission: *Not yet Available*

03 November 2026

sgd
Undersecretary RONALD V. CONQUILLA
Chairperson
Bids and Awards Committee

Section II. Instructions to Bidders

TABLE OF CONTENTS

A. General 17

1) Scope of Bid 17

2) Source of Funds 17

3) Corrupt, Fraudulent, Collusive, and Coercive Practices 17

4) Conflict of Interest 18

5) Eligible Bidders 20

6) Bidder's Responsibilities 22

7) Origin of Goods 24

8) Subcontracts 24

B. Contents of Bidding Documents 25

9) Pre-Bid Conference 25

10) Clarification and Amendment of Bidding Documents 25

C. Preparation of Bids 26

11) Language of Bids 26

12) Documents Comprising the Bid: Technical and Financial Components 26

13) Bid Prices 28

14) Bid Currencies 29

15) .....Bid Validity 29
16) ..... Bid Security 30
17) .....Format and Signing of Bids 32
18) ..... Sealing and Marking of Bids 32

D.....Submission and Opening of Bids 33

19) ..... Deadline for Submission of Bids 33
20) ..... Late Bids 33
21) ..... Modification and Withdrawal of Bids 33
22) ..... Opening and Preliminary Examination of Bids 34

E.....Evaluation and Comparison of Bids 35

23) .....Process to be Confidential 35
24) .....Clarification of Bids 35
25) ..... Domestic Preference 35
26) ..... Detailed Evaluation and Comparison of Bids 37
27) .....Post-Qualification 39
28) ..... Reservation Clause 40

F.....Award of Contract 41

29) .....Contract Award 41

30) ..... Signing of the Contract 42
31) ..... Performance Security 42
32) ..... Notice to Proceed 44
33) ..... Protest Mechanism 44

A. General

1) Scope of Bid

1.1 The Procuring Entity, named in the **BDS** invites bids for the Project with Identification Number which shall be specified in the **BDS.**

1.2 The Project is composed of number of lots or items as provided in the **BDS**, the details of which are described in Section VII. Technical Specifications.

2) Source of Funds

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

3) Corrupt, Fraudulent, Collusive, and Coercive Practices

3.1 Unless otherwise specified in the **BDS**, the Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the Procuring Entity:

a) defines, for purposes of this provision, the following terms under existing laws, rules, and regulations:

i) "corrupt practice" means an act by which officials in the public or private sectors improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA No. 3019.

ii) "fraudulent practice" means a misrepresentation of facts for purposes of influencing a procurement process or the execution of a contract to the detriment of the Procuring Entity, which includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.

iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.

iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

v) “obstructive practice” is

a) deliberately destroying, falsifying, altering or concealing of evidence material to administrative proceedings or investigation or making false statements to investigators in order to materially impede administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution relative to allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent the latter from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

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

b) Undertakes to reject a proposal for award upon *prima facie* determination that the Bidder recommended for award has engaged in any of the prohibited practices mentioned in this Clause for purposes of competing for the contract.

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

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

4) Conflict of Interest

4.1 All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) below and a general conflict of interest in any of the circumstances set out in paragraphs (d) and (f) below:

a) A Bidder has controlling shareholders or beneficial owners in common with another Bidder;

b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;

c) A Bidder has the same legally authorized representative as that of another Bidder for purposes of this bid;

d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process; This may include a firm or an organization that lends, or temporarily seconds, its personnel to firms or organizations that are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project;

e) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid.

f) A Bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

4.2 All Bidding Documents shall be accompanied by an omnibus sworn statement of the Bidder that it is not related, by consanguinity or affinity up to the third level, to the HoPE, Procurement Agent (if engaged), the head of the Project Management Office (PMO), the End-User or Implementing Unit or any members of the Bids and Awards Committee (BAC), Technical Working Group (TWG), and BAC Secretariat.

4.3 The Bidder shall also disclose the ultimate beneficial ownership of an entity. Failure to comply shall be a ground for the automatic disqualification of the bid in consonance with Section 59 of the IRR. For this reason, relation to the aforementioned persons within the third civil degree of consanguinity or affinity shall automatically disqualify the Bidder from participating in the procurement of contracts of the Procuring Entity notwithstanding the act of such persons inhibiting themselves from the procurement process. This Clause shall apply to the following persons and affiliates:

a) In the case of individuals or sole proprietorships, to the Bidders and their spouses;

b) In the case of partnerships, to the partnership itself and its partners;

c) In the case of cooperatives, to the cooperative itself and members of the board of directors, general manager or chief executive officer;

d) A partnership, joint venture or consortium which is blacklisted or which has blacklisted member/s or partner/s, as well as a person

or entity who is a member of a blacklisted joint venture or consortium, are, likewise not allowed to participate in any government procurement during the period of suspension or blacklisting; and

e) In the case of corporations, a single stockholder, together with their relatives up to the third civil degree of consanguinity or affinity, and their assignees, holding at least twenty percent (20%) of the shares therein, its chairperson and president, shall be blacklisted after they have been determined to hold the same controlling interest in a previously blacklisted corporation or in two corporations that have been blacklisted; the corporations of which they are part of shall also be blacklisted.

5) Eligible Bidders

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

a) Duly-licensed Filipino citizens or sole proprietorships;

b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;

c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;

d) Cooperatives duly organized under the laws of the Philippines; and

e) Persons or entities forming themselves into a Joint Venture (JV), i.e., a group of two (2) or more persons or entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the JV concerned shall be at least sixty percent (60%). 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); Provided, further, that the primary purpose of each member of the JV must be similar to or related with the requirements of the project to be bid out.

5.2 Foreign Bidders may be eligible to participate when any of the following circumstances exist, as specified in the **BDS**:

a) When provided for under any treaty or international or executive agreement as provided in Section 4 of the IRR;

b) When the foreign supplier is a citizen, corporation, or association of a country, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;

c) When the Goods sought to be procured are not available from local suppliers; or

d) When there is a need to prevent situations that defeat competition or restrain trade.

5.3 GOCCs may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.

5.4 The Bidder must have completed, within a period of ten (10) years from the submission of the bid, unless a shorter period is indicated in the Invitation to Bid and **BDS**, a Single Largest Completed Contract (SLCC) that is similar to the procurement project to be bid, and whose value must be equivalent to at least fifty percent (50%) of the ABC, adjusted to current prices using the Philippine Statistics Authority (PSA) consumer price indices.

5.5 If the Procuring Entity determines that it is necessary to adopt a different SLCC requirement to ensure broader Bidder participation while establishing their technical capacity, it may allow Bidders to present a combination of contracts completed within the same period, provided their total value is at least fifty percent (50%) of the ABC, thus:

a) The Bidder should have completed at least one (1) similar contract amounting to at least 25% of the ABC; and

b) The Bidder should have completed other contracts, whether similar or not, with an aggregate amount of at least 25% of the ABC.

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

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

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

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

For purposes of computing the foreign Bidders' NFCC, the value of the current assets and current liabilities shall be based on their latest AFS

prepared in accordance with International Financial Reporting Standards.

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

6) Bidder's Responsibilities

6.1 The Bidder or its duly authorized representative shall submit an omnibus sworn statement, in the form prescribed in Section VIII. Philippine Bidding Document Related Forms, as required in ITB Clause 12.1(viii).

6.2 Before submitting their bids, the Bidder is deemed to be knowledgeable with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.

6.3 The Bidder undertook the following responsibilities:

a) Took steps to carefully examine and ensure full understanding and comprehension of the Bidding Documents, its requirements, clauses, and provisions;

b) Acknowledged all conditions, local, or otherwise, affecting the implementation of the contract;

c) Made an estimate of the facilities available and needed for the contract to be bid, if any;

d) Complied with the responsibility to inquire, or secure the Supplemental Bid Bulletin(s) as provided under ITB Clause 10.4;

e) Ensured that it is not "blacklisted" or barred from bidding by the Government of the Philippines (GoP) or any of its agencies, offices, corporations, or LGUs, including foreign government, or foreign or international financing institutions whose blacklisting rules have been recognized by the GPPB; by itself or by reason of its relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity;

f) Ensured that each of the documents submitted in satisfaction with the bidding requirements is an authentic copy of the original, complete, and that all statements and information provided therein are true and correct;

g) Authorized the HoPE or its duly authorized representative/s to verify all the documents submitted;

h) Ensured that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute, and perform any and all acts necessary to participate, submit the bid, to sign, and execute the ensuing contract, accompanied by the duly-notarized Special Power of Attorney, Board, or

Partnership Resolution, or Secretary's Certificate, whichever is applicable;

i) Complied with the disclosure provision under Section 81 and 82 of RA No. 12009 and its IRR, in relation to other provisions of RA 3019;

j) Complied with existing labor laws and standards, in the case of procurement of services. Moreover, the Bidder undertakes to:

   i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or Collective Bargaining Agreement (CBA); or arbitration award, if and when applicable.

      In case there is a finding by the Procuring Entity or the Department of Labor and Employment (DOLE) of underpayment or non-payment of workers' wages and wage-related benefits, the Bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of RA No. 12009, without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations.

   ii) Comply with Occupational Safety and Health Standards (OSHS) and correct deficiencies, if any.

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

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

k) Ensured that it did not give or pay, directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel, or representative of the government in relation to any procurement project or activity.

l) Examined all instructions, forms, terms, and specifications in the Bidding Documents.

m) Determined and complied with all matters pertaining to the contract to be bid, including but not limited to: (i) the location and the nature of this Project; (ii) climatic conditions; (iii) transportation facilities; and (iv) other factors that may affect the cost, duration, and execution or implementation of this Project.

n) Ensured that all information in the Bidding Documents, including bid or supplemental bid bulletin/s issued, are correct and consistent. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible Bidder out of the data furnished by the Procuring Entity.

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

6.4 Further, the Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Entity shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

In case of failure of bidding, the Bidding Documents fee may be applied in the re-bidding for the same Project.

6.5 Furthermore, the Bidder should be aware that the Procuring Entity will accept bids only from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

7) Origin of Goods

Unless otherwise indicated in the **BDS**, there is no restriction on the origin of Goods other than those prohibited by a decision of the United Nations (UN) Security Council taken under Chapter VII of the Charter of the UN.

8) Subcontracts

8.1 Unless otherwise specified in the **BDS**, the Bidder may subcontract portions of the Goods to an extent as may be approved by the HoPE and as stated in the **BDS**. However, the subcontracted portion shall not exceed twenty percent (20%), or a different percentage of the ABC, on a per project basis, as approved by the GPPB.

8.2 Subcontracting of any portion of this Project shall not relieve the Bidder from any liability or obligation that may arise from the contract.

8.3 Subcontractors must meet the eligibility criteria and submit the same eligibility documents as the general contractor. Failure of a subcontractor to meet the eligibility criteria does not affect the eligibility of the general contractor for the Project. In such case, the portion intended to be subcontracted to the ineligible subcontractor shall be assumed by the general contractor.

8.4 Subcontracting arrangement, if allowed, including the time of submission of the eligibility documents of the subcontractor, shall be disclosed in the **BDS.**

B. Contents of Bidding Documents

9) Pre-Bid Conference

9.1 If so specified in the **BDS**, a Pre-Bid Conference shall be held either at the Procuring Entity's physical address and/or online through videoconferencing, webcasting, or similar technology, or a combination thereof, on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.

9.2 The Pre-Bid Conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids, but not earlier than seven (7) calendar days from the posting of the invitation to bid and other bidding documents in the PhilGEPS.

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

The proceedings of the Pre-Bid Conference shall be recorded, and the corresponding minutes shall be prepared not later than five (5) calendar days after the Pre-Bid Conference. The minutes shall be made available to prospective Bidders not later than five (5) days upon written request.

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

10) Clarification and Amendment of Bidding Documents

10.1 Prospective Bidders may **request for clarification** on and/or interpretation of any part of the Bidding Documents. Such request must be in writing and submitted to the BAC of the Procuring Entity at the address or electronic mail indicated in the **BDS** or through the electronic bidding facility of PhilGEPS, as may be applicable, **at least ten (10) calendar days before the deadline set for the submission and receipt of Bids**.

10.2 The BAC shall respond to the said request by issuing a Supplemental Bid Bulletin duly signed by the BAC Chairperson. It shall be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of Bids.

10.3 Supplemental Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as an amendment.

10.4 Any Supplemental Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS, in any conspicuous place in the premises of the

Procuring Entity, and on the website or social media platforms of the Procuring Entity, if available, or such other channels as may be authorized by the GPPB. It shall be the responsibility of all prospective Bidders, including those who have properly secured the Bidding Documents, to inquire and secure Supplemental Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental Bid Bulletin must be accordingly informed by the BAC and be allowed to modify or withdraw their bids prior to the deadline for the submission and receipt of bids in accordance with ITB Clause 21.

C. Preparation of Bids

11) Language of Bids

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

However, for Contracting Parties to the Apostille Convention, the documents shall be authenticated through an apostille by the Competent Authority, as defined in Section 20.9.2 of [the] IRR, except for countries identified by the DFA that will still require legalization (red ribbon) by the relevant Embassy or Consulate.

12) Documents Comprising the Bid: Technical and Financial Components

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

i) PhilGEPS Certificate of Registration (Platinum Membership);

ii) Statement of SLCC;

iii) NFCC Computation or committed Line of Credit (LoC);

iv) Statement of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid;

v) *[if applicable]* JVA) or in the absence of a JVA, duly notarized statements from all potential JV partners stating that they will enter into and abide by the provisions of the JVA in the event that the bid is successful;

vi) Bid Security in the prescribed form and amount in accordance with ITB Clause 16, and validity period under ITB Clause 15;

vii) Technical Specifications, which may include production or delivery schedule, manpower requirements, or after-sales service or parts, if applicable;

viii) Omnibus Sworn Statement; and

ix) For foreign Bidders claiming eligibility by reason of their country's extension of reciprocal rights to Filipinos, a certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item or product.

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

a) Bid Form which includes the Bid price;

b) Price Schedules in accordance with ITB Clause 13.1; and

c) *[if applicable]* Certificate of Domestic Preference, in accordance with ITB Clause 25.

12.3 Whenever necessary, modifications may be made to the foregoing components specifically for major and specialized procurement to suit the particular needs of the Procuring Entity, subject to the approval of the GPPB.

12.4 All bids that exceed the ABC shall not be accepted. Unless otherwise indicated in the **BDS**, for foreign-funded procurement, the ABC shall be applied as the ceiling to bid prices provided the following conditions are met:

a) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the Procuring Entity, payment could be made upon the submission of bids.

b) The Procuring Entity has procedures in place to ensure that the ABC is based on recent estimates made by the responsible unit of the Procuring Entity and that the estimates reflect the quality, supervision and risk, and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.

c) The Procuring Entity has trained cost estimators in estimating prices and analyzing bid variances.

d) The Procuring Entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.

e) The Procuring Entity has established a monitoring and evaluation system for contract implementation to provide feedback on actual total costs of goods and works.

However, the GoP and the foreign government, or foreign or international financing institutions may agree to waive the foregoing conditions.

13) Bid Prices

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

a) For Goods offered from within the Philippines:

i) The price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable);

ii) The cost of all customs duties and sales and other taxes already paid or payable;

iii) The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and

iv) The price of other (incidental) services, if any, listed in the **BDS**.

b) For Goods offered from abroad:

i) Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted Delivery Duty Paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

ii) The price of other (incidental) services, if any, listed in the **BDS**.

c) For Services, based on the form which may be prescribed by the Procuring Entity, in accordance with existing laws, rules and regulations.

13.2 The Bidder shall accomplish the appropriate Price Schedule included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project. The Bidder shall fill in rates and prices for all items of the Goods described in the Price Schedule, which shall be presented and computed using up to two (2) decimal places, unless otherwise indicated in the **BDS.**

13.3 If the Instructions to Bidders specifically allow partial bids, bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, the Price Schedule, shall be considered non-responsive and shall be automatically disqualified. However, when no price or a zero (0) or a dash (-) is indicated in a required item in the bid form, the same shall be construed that it is being offered for free to the Government, except those required by law or regulations to be provided for.

The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.

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

14) Bid Currencies

14.1 Prices shall be uoted in the following currencies:

a) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Peso.

b) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the local or tradeable currency/ies accepted by the *Bangko Sentral ng Pilipinas* (BSP), as stated in the **BDS**. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate published in the BSP Daily Reference Exchange Rate Bulletin on the day of the bid opening.[3]

14.2 If so allowed in accordance with ITB Clause 14.1, the Procuring Entity, for purposes of bid evaluation and comparing the bid prices, will convert the amounts in various currencies in which the bid price is expressed to Philippine Peso at the foregoing exchange rates.

14.3 Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Peso.

15) Bid Validity

15.1 Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.

15.2 Should it become necessary to extend the validity of the bids and the bid securities beyond one hundred twenty (120) calendar days, the

[3] RA No. 8183, Act to assure uniform value of Philippine coin and currency

Procuring Entity concerned shall request in writing all those who submitted bids for such extension before the expiration date therefor. Bidders, however, shall have the right to refuse to grant such extension without forfeiting their Bid Security.

16) Bid Security

16.1 The Bidder shall at its option, submit a Bid Security in the form and amount as stated in the **BDS**, which may include the following:

Form of Bid Security	Amount of Bid Security (Not less than the required percentage of the ABC)
a) Cash or cashier's or manager's check issued by a bank. *For biddings conducted by LGUs, the Cashier's or Manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.*	Two Percent (2%)
b) Bank draft/guarantee or irrevocable LoC issued by a bank: Provided, however, that it shall be confirmed or authenticated by a local bank, if issued by a foreign bank. *For biddings conducted by LGUs, Bank Draft/Guarantee, or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.*	Five Percent (5%)
c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five Percent (5%)
d) Bid Securing Declaration	Not Applicable

The Bid Security shall be denominated in Philippine Peso and posted in favor of the Procuring Entity.

16.2 The Bid Security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable Bid Security shall be considered as non-responsive and rejected by the Procuring Entity.

16.3 In no case shall the Bid Security be returned later than the expiration of the bid validity period indicated in the **BDS**, unless it has been extended. In case the Bidder is required to extend its bid validity, the Bidder may, at its discretion, substitute a Bid Securing Declaration for the extended period as a replacement of its Bid Security; Provided, that the option to substitute is indicated in the **BDS**.

16.4 Upon signing and execution of the contract pursuant to ITB Clause 30, and the posting of the performance security pursuant to ITB Clause 31, the Bid Security of the successful Bidder will be discharged, but in no case later than its validity period as indicated in the ITB Clause 16.2.

16.5 The Bid Security may be forfeited based on any of the following grounds, as provided under Rule VIII, X, XI, and XXI of the IRR.

a) if a Bidder:

i) Withdraws its bid during the period of bid validity specified in ITB Clause 15;

ii) Does not accept the correction of errors pursuant to ITB Clause 26.5(b) (arithmetical error);

iii) Has a finding against the veracity of any of the documents submitted as stated in ITB Clause 27.2;

iv) Submits eligibility requirements containing false information or falsified documents;

v) Submits bids that contain false information or falsified documents, or the concealment of such information in the bids to influence the outcome of eligibility screening or any other stage of the public bidding;

vi) Allows the use of one's name, or uses the name of another for purposes of public bidding;

vii) Refuses to accept an award or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated Responsive Bid (LCRB), Most Economically Advantageous Responsive Bid (MEARB), or Most Advantageous Responsive Bid (MARB);

viii) Refuses or fails to post the required performance security within the prescribed time;

ix) Refuses to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;

x) Has any documented attempt by a Bidder to unduly influence the outcome of the bidding in its favor; or

xi) Commits other acts that tend to defeat the purpose of the competitive bidding, Competitive Dialogue, Unsolicited Offer with Bid Matching and Limited Source Bidding, such as but not limited to habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.

b) If a winning Bidder:

i) Fails to sign the contract in accordance with ITB Clause 30;

ii) Fails to furnish performance security in accordance with ITB Clause 31; or

iii) Fails to enter into joint venture after the bid is declared successful, in the case of potential JV partners.

17) Format and Signing of Bids

17.1 Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII. Philippine Bidding Document Related Forms on or before the deadline specified in ITB Clause 19 in two (2) separate sealed bid envelopes which shall be submitted simultaneously, whether through manual or online submission. The first shall contain the technical component of the bid, including the eligibility requirements under ITB Clause 12, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.

17.2 Forms as mentioned in ITB Clause 17.1 must be completed without any alterations to their format. No substitute form shall be accepted.

17.3 Each and every page of the Bid Form, including the Price Schedule, under Section VIII hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.

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

18) Sealing and Marking of Bids

18.1 Bidders shall enclose their technical documents described in ITB Clause 12 in one sealed envelope marked “TECHNICAL COMPONENT”, and the financial component in another sealed envelope marked “FINANCIAL COMPONENT”, sealing them all in an outer envelope marked “BID”.

18.2 The Bid as indicated in the Bidding Documents shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.

18.3 All envelopes shall:

a) contain the name of the contract to be bid in capital letters;

b) bear the name and address of the Bidder in capital letters;

c) be addressed to the Procuring Entity's BAC in accordance with ITB Clause 1.1;

d) bear the specific identification of this bidding process indicated in the ITB Clause 1.1; and

e) bear a warning "DO NOT OPEN BEFORE…" the date and time for the opening of bids, in accordance with ITB Clause 19.

18.4 For manually submitted bid envelopes that are not properly sealed and marked, as required in the Bidding Documents, the same shall be accepted; Provided, That the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. On the other hand, unsealed or unmarked bid envelopes, or bids that cannot be opened or corrupted in case of online submission, shall be rejected.

The BAC shall assume no responsibility for misplaced or lost contents of the improperly sealed or marked bid, or for its premature opening.

D. Submission and Opening of Bids

19) Deadline for Submission of Bids

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

20) Late Bids

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

21) Modification and Withdrawal of Bids

21.1 Bidders may modify their bids before the deadline for the submission and receipt of bids.

a) For manual submission and receipt of bids, the Bidders shall not be allowed to retrieve their original bid but shall only be allowed to submit the bid modification by sending another bid, equally sealed, properly identified, linked to their original bid, marked as a "modification," thereof, and stamped "received" by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.

b) For online submission of bids, the Bidders shall not be allowed to retrieve their original Bid, but shall only be allowed to submit the bid modification, send another Bid equally secured, properly identified labelled as a "modification" of the one previously

submitted. The time indicated in the latest bid receipt page generated shall be the official time of submission. Bids modification submitted after the applicable deadline shall not be accepted.

21.2 Bidders may withdraw their bids in writing before the deadline for submission and receipt of bids. Withdrawal of bids after the applicable deadline shall be subject to appropriate sanctions as prescribed in the IRR.

Bidders may also express their intention not to participate in the bidding in writing, which should be received by the BAC before the deadline for submission and receipt of bids. Bidders that withdraw their bids shall no longer be allowed to submit another bid for the same contract, directly or indirectly.

21.3 No bid may be modified after the deadline for submission and receipt of bids. Further, no bid may be withdrawn in the interval between the deadline for submission and receipt of bids, and the expiration of bid validity specified by the Bidder in the Financial Bid Form. Withdrawal of bid during this interval shall result in the forfeiture of the Bidder's Bid Security pursuant to ITB Clause 16.5, and the imposition of administrative sanctions as prescribed by RA No. 12009, and without prejudice to the imposition of civil and criminal sanctions as provided under applicable laws.

21.4 Alternative Bids shall be rejected. For this purpose, Alternative Bid shall pertain to an offer made by a Bidder in addition or as a substitute to its original bid, which may be included as part of its original bid or submitted separately. A bid with options shall likewise be considered an Alternative Bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.

21.5 Each Bidder shall submit only one Bid, either individually or as a partner in a JV. Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid) will cause all the proposals with the Bidder's participation to be disqualified. This shall be without prejudice to any applicable criminal, civil, and administrative penalties that may be imposed upon the persons and entities concerned.

22) Opening and Preliminary Examination of Bids

22.1 The BAC shall open the bids in public, immediately after the deadline for submission and receipt of bids, as specified in the **BDS**. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the submitted Bids and reschedule the opening of Bids on the next working day or at the soonest possible time, through the issuance of a notice of postponement to be posted on the PhilGEPS website and the website of the Procuring Entity concerned.

22.2 The manner of opening of the bids for Goods shall depend on the award criterion to be adopted as follows:

a) For LCRB and MEARB, the BAC shall open the technical and financial proposals on the same day; and

b) For MARB, only the technical proposals shall be opened on the same day while the financial proposals shall remain unopened and shall be kept securely by the BAC until the specified time of their opening as indicated in the **BDS.** Only the financial proposals of the Bidders who have met the highest technical score for Most Advantageous Bid (MAB) shall be opened.

22.3 The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.

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

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

E. Evaluation and Comparison of Bids

23) Process to be Confidential

23.1 Members of the BAC, its staff and personnel, Secretariat, and TWG, as well as Observers, are prohibited from making or accepting any communication with any Bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in ITB Clause 24.

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

24) Clarification of Bids

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

25) Domestic Preference

25.1 The Procuring Entity shall give priority and preference to Philippine products and services. The preference and priority for Philippine products shall be guaranteed at all levels of the procurement process, including raw materials, ingredients, supplies, or fixtures.

25.2 For a period of ten (10) years from the effectivity of RA No. 11981 or the "*Tatak Pinoy* (Proudly Filipino) Act," and for Philippine products and services in sectors and economic activities covered by the prevailing Tatak Pinoy Strategy, the Procuring Entity is mandated to award the contract to the domestic Bidder for Philippine products and services in sectors and economic activities covered by the prevailing *Tatak Pinoy* Strategy (TPS).

Domestic Bidder, for purposes of this provision, refers to any person or entity offering unmanufactured articles, materials, or supplies grown or produced in the Philippines, or manufactured articles, materials, or supplies manufactured or to be manufactured in the Philippines substantially from articles, materials, or supplies that are or will be produced or manufactured in the Philippines, as the case may be.

25.3 After the said ten-year period, the domestic preference shall be subject to a margin of preference to be determined by the *Tatak Pinoy* Council which shall not be lower than fifteen percent (15%).

25.4 For products and services governed by the TPS, the domestic preference in procurement shall be in accordance with the IRR or guidelines issued for the *Tatak Pinoy Act.*

25.5 The Procuring Entity shall award the Project to the domestic Bidder if the bid is not more than twenty-five percent (25%) in excess of the lowest foreign bid. The margin of preference provided herein shall be subject to periodic review and adjustment by the GPPB, as may be necessary.

25.6 A Domestic Bidder can only claim preference if it secures from the appropriate agency a certification that the articles forming part of its bid are substantially composed of articles, materials, or supplies grown, produced, or manufactured in the Philippines.

25.7 The preference herein established may be waived should any of the following conditions be present as provided in the **BDS**:

a) Where domestic production is insufficient or unavailable in the required commercial quantities;

b) Where the specific or desired quality is not met;

c) Where domestic preference will result in inconsistencies with the Philippines' obligations under treaty or international or executive agreements; or

d) Other analogous circumstances.

26) Detailed Evaluation and Comparison of Bids

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

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

26.3 The award criterion shall be determined as follows:

a) For LCB

i) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and

ii) The ranking of the total bid prices as so calculated from the lowest to the highest, where the bid with the lowest price shall be identified as the LCB.

b) For MEAB, the BAC shall evaluate the quality and price proposals to determine the Most Economically Advantageous Bid (MEAB) using the following steps:

i) The quality proposal together with the price proposal shall be considered in the evaluation of bids. The quality proposals shall be evaluated first using the criteria in the **BDS**. The price proposals of the bids that meet the minimum quality score shall then be opened.

ii) The price and quality proposals shall be given corresponding weights with the price proposal given a minimum weight of fifteen percent (15%) up to a maximum of forty percent (40%). The weight of the quality criteria shall be adjusted accordingly such that their total weight in percent together with the weight given to the price proposal shall be equal to one hundred percent (100%).

iii) To further promote green public procurement, the sustainability of products, or materials with green specifications shall be given greater weight in the evaluation of bids. As approved by the BAC, the exact weights shall be indicated in the **BDS**. The BAC shall rank the Bidders in descending order based on the combined numerical ratings of their quality and price proposals. The Bidder with the best overall score using the quality-price ratio shall be referred to as the MEAB.

iv) The HoPE shall approve or disapprove the recommendations of the BAC within two (2) calendar days after receipt of the results of the evaluation from the BAC.

c) For MAB

i) BAC shall evaluate the quality proposals to determine the MAB using the quality components. The quality components shall be assessed on the basis of the criteria with corresponding numerical weights indicated in the **BDS** to determine the Bidder with the highest technical rating.

ii) The second bid envelope of the Bidder obtaining the highest technical rating shall be opened. If the financial proposal is equal to or lower than the ABC, the bid shall be accepted and determined as the MAB; otherwise, the same shall be rejected and the Bidder will be disqualified.

26.4 In order to eliminate bias in evaluating the quality proposals, it is recommended that the highest and lowest scores for each Bidder for each criterion shall not be considered in determining the average scores of the Bidders, except when the evaluation is conducted in a collegial manner.

26.5 The BAC shall immediately conduct a detailed evaluation of all bids using non-discretionary criteria in considering the following:

a) Completeness of the bid. Unless the **BDS** allows partial bids, bids not addressing or providing all of the required items in the **BDS**, shall be considered non-responsive and, thus, automatically disqualified.

However, when no price or a zero (0) or a dash (-) is indicated in a required item in the bid form, the same shall be construed that it is being offered for free to the Government, except those required by law or regulations to be provided for; and

b) Arithmetical corrections. The BAC shall apply arithmetical corrections on computational errors and omissions to enable proper comparison of all eligible bids. Bid corrections may also be considered if expressly allowed in the **BDS**. Any adjustment shall be calculated in monetary terms to determine the calculated prices.

26.6 Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the LCB, MEAB, or MAB. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the **BDS**.

26.7 The BAC shall evaluate all bids on an equal footing to ensure fair and competitive bid comparison. For this purpose, all Bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties, whichever is applicable, as itemized in the bid

form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.

26.8 If so indicated pursuant to ITB Clause 1.2, bids may be submitted for individual lots or for any combination thereof, provided that all bids and combinations of bids shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid prices quoted shall correspond to all items specified for each lot and to all quantities specified for each item of a lot. Bid Security as required by ITB Clause 16 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in **BDS** Clause 26.5.

26.9 In order to eliminate bias in evaluating the quality proposals, it is recommended that the highest and lowest scores for each Bidder for each criterion shall not be considered in determining the average scores of the Bidders, except when the evaluation is conducted in a collegial manner.

27) Post-Qualification

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

27.2 Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the Bidder for award; Provided, That in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the Bid Security.

27.3 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to ITB Clauses 12.1 and 12.2, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.

27.4 If the BAC determines that the Bidder with the LCB, MEAB, or MAB fails to meet the post-qualification criteria, it shall immediately notify the said Bidder in writing of its post-disqualification and the grounds for such determination.

27.5 Immediately after the BAC has notified the first Bidder of its post-disqualification, and notwithstanding any pending request for reconsideration thereof, the BAC shall initiate and complete the same

post-qualification process on the Bidder with the second LCB, MEAB, or MAB. If the second Bidder passes the post-qualification and the request for reconsideration of the first Bidder has been denied, the second Bidder shall be post-qualified as the Bidder with the LCB, MEAB, or MAB.

27.6 If the second Bidder, however, fails the post-qualification, the procedure for post-qualification shall be repeated for the Bidder with the next LCB, MEAB, or MAB and so on, until the LCRB, MEARB, MARB, as the case may be, is determined for award, subject to the procedure of Notice and Execution of Award.

27.7 If the BAC determines that the Bidder with the LCB, MEAB, or MAB passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, MEARB, MARB, Single Calculated Responsive Bid (SCRB), Single Economically Advantageous Responsive Bid (SEARB), or Single Advantageous Bid (SARB).

27.8 Within a period not exceeding ten (10) calendar days from the determination and declaration through a resolution by the BAC of the LCRB, MEARB, MARB, SCRB, SEARB, or SARB, as the case may be, and the recommendation of the award, the HoPE or its duly authorized representative shall approve or disapprove the said recommendation.

27.9 In case of approval, the HoPE or its duly authorized representative shall immediately issue the Notice of Award to the Bidder with the LCRB, MEARB, MARB, SCRB, SEARB, or SARB, as the case may be.

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

28) Reservation Clause

28.1 Notwithstanding the eligibility or post-qualification of a Bidder and without incurring any liability, the HoPE or its duly authorized representative at any stage of the procurement, reserves the right to review its qualifications, reject any and all bids, declare a failure of bidding or not award the contract in the following situations:

a) If it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder’s capability to undertake the project from the time it submitted its eligibility requirements.

b) Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will adversely affect its capability to undertake the Project so that it no longer meets the prescribed eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and disqualify it from participating further in the bidding process or being awarded the contract.

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

a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the Bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies, or tends to restrict, suppress or nullify competition or influences or tends to influence the bidding process;

b) If the BAC is found to have failed in complying with the applicable law or in following the prescribed bidding procedures; or

c) If there are any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the government, in instances where (i) the physical and economic conditions have significantly changed so as to render the Project no longer economically, financially, or technically feasible as determined by the HoPE; (ii) the Project is no longer necessary as determined by the HoPE; and (iii) the source of funds for the Project has been withheld or reduced through no fault of the Procuring Entity.

F. Award of Contract

29) Contract Award

29.1 Subject to ITB Clause 27, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB, MEARB, MARB, SCRB, SEARB, or SARB, as the case may be.

29.2 Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award duly received by the Bidder or its representative personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB, MEARB, MARB, SCRB, SEARB, or SARB, as applicable and submitted personally or sent by registered mail or electronically to the Procuring Entity.

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

a) Submission of the following documents:

i) Valid JVA, if applicable; or

ii) The SEC Certificate of Registration of the foreign corporation, if applicable.

b) Posting of the performance security in accordance with ITB Clause 31; and

c) Signing of the contract as provided in ITB Clause 30.

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

30) Signing of the Contract

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

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

30.3 The following documents shall form part of the contract:

a) Contract Agreement;

b) Bidding Documents;

c) Winning Bidder's bid, including the technical and financial proposals, and all other documents/statements submitted (*e.g.,* Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

d) Performance Security;

e) Notice of Award of Contract; and

f) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

31) Performance Security

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

31.2 Sectors enumerated under Section 76.1[4] of the IRR may be allowed to post a Performance Securing Declaration (PSD) as specified in the **BDS.**

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

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

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

---

[4] Section 76.1 The GPPB, once data is available from relevant agencies, shall maintain a registry of entities belonging to the following sectors:

a) Farmers, as certified by the Department of Agriculture (DA);
b) Fisherfolk as certified by the Bureau of Fisheries and Aquatic Resources (BFAR);
c) Persons with disabilities as certified by the National Council for Disability Affairs (NCDA) pursuant to RA No. 7277, otherwise known as the Magna Carta for Disabled Persons, as amended;
d) Solo parents as certified by the Department of Social Welfare and Development (DSWD);
e) Microenterprises and social enterprises as certified by the MSMED Council;
f) Startups, Spin-offs, and other forms of entity involved in Science, Technology, and Innovation (DOST), as may be applicable;
g) Cooperatives duly registered with the CDA pursuant to RA No. 6938, otherwise known as the Cooperative Code of the Philippines, as amended; and
h) Other relevant sectors as may be determined by the GPPB to ensure inclusivity and diversity in the procurement process.

32) Notice to Proceed

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

33) Protest Mechanism

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
1.1	The Procuring Entity is **DOE.** The Project title is **Early Procurement of Janitorial Services CY 2027.** The identification number of the Contract is **Purchase Request No. 02-0101-2027-EP-0013.** *[**Note**: The Project Identification Number may be assigned by the Procuring Entity based on its own coding system or the PhilGEPS reference number generated after the posting of the bid opportunity on the PhilGEPS website.]*
1.2	The number of lot(s): **One (1)**.
2	The Funding Source is: 2.1 The GoP through the source of funding as indicated below for **CY2027 NEP** in the amount of **Php23,750,000.00.** 2.2 The source of funding is: **a) NEP, the National Expenditure Program.**
3.1	No further instructions.
5.2	Foreign Bidders, except those falling under ITB Clause 5.2(b), may not participate in this Project.
5.4	The Bidder's SLCC similar to the contract to be bid should have been completed **within two (2) years** prior to the deadline for the submission and receipt of bids. For this purpose, contracts similar to the Project shall be: a. Contracts similar in nature shall refer to contracts involving the provision of janitorial, custodial, housekeeping, cleaning, sanitation, and related facilities maintenance services for government or private institutions. b. completed within two (2) years prior to the deadline for the submission and receipt of bids.
5.5	**Not Applicable.**
7	No further instructions.
8.1	**Subcontracting is not allowed.**
8.4	No further instruction

9.1	The **DOE** will hold a Pre-Bid Conference on **8:00AM on 13 November 2026** at the **ESEOC, 4th Floor, PNOC Building 5** which shall be open to prospective Bidders. You may refer to the link provided to confirm your participation and attendance.  **https://forms.office.com/r/ZUBry2BKSJ?origin=lprLink**
10.1	The Procuring Entity's address is: Procurement Management Division G/F DOE Annex Bldg., Energy Center, Rizal Drive cor. 34th Street, Bonifacio Global City, Taguig City, Philippines 1632
12.4	The ABC is **Php23,750,000.00.** Any bid with a financial component exceeding the amount shall not be accepted.
13.1(a)(iv)	**No incidental services are required.**
13.1(b)(i)	**The price of the Goods shall be quoted DDP at:** **DOE Main Bldg., Energy Center, Rizal Drive cor. 34th Street** **Bonifacio Global City, Taguig City,** **Philippines 1632**
13.1(b)(ii)	**No incidental services are required.**
13.2	No further instructions.
14.1(b)	**The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Peso.**
14.3	**No further Instruction**
15.1	Bids will be valid for **one hundred twenty (120)** days from bid opening.
16.1	The Bid Security shall be in the form of a Bid Securing Declaration, **or** any of the following:

	1) The amount of not less than 2% of ABC if Bid Security is in cash; **2) The amount of not less than 2% of ABC, if Bid Security is in manager's check;** **3) The amount of not less than 5% of ABC, if Bid Security is irrevocable LoC; or** 4) **The amount of not less than 5% of ABC, if Bid Security is Surety Bond.**
16.2	The Bid Security shall be valid until **27 March 2027.**
16.3	Substitution of the bid security is not allowed
19	The address for the submission of Bids is: **Annex Lobby** **Procurement Management Division** **Department of Energy** **G/F-Annex Building, Energy Center** **Rizal Drive cor. 34th Street, Bonifacio Global City** **Taguig City, Philippines 1632** The deadline for the submission of Bids is on or before 8:00AM of **27 November 2026.**
22.1	The place of the bid opening is. **DOE- Databank Training Room** **DOE Annex Bldg., Energy Center,** **Rizal Drive cor. 34th Street, Bonifacio Global City,** **Taguig City, Philippines 1632** The date and time of bid opening is on **9:00AM of 27 November 2026.**
22.2(b)	**Not applicable**
25.7	No further instructions.
26.3(b)(i)	The quality component shall be assessed on the basis of criteria with corresponding numerical weights, which may include qualitative, environmental, or social aspects linked to the subject matter of the contract. These may include any or a combination of the following: a) Quality and technical merit, including technical competence and a credible track record; b) Aesthetic and functional design and characteristics; c) Approach and methodology; d) Accessibility; e) Tools and equipment; f) Social, environmental, economic, and innovative characteristics; g) Organization, qualification, and experience of employees or staff assigned to perform the contract;

<table>
<tr><td></td><td>h) Ongoing contracts and work commitments;
i) After-sales service and technical assistance;
j) Delivery conditions, such as delivery period and delivery process;
k) Disposal measures; or
l) Other relevant criteria in relation to the subject Goods or Infrastructure Projects to be procured.</td></tr>
<tr><td>26.3(b)(iii)</td><td>Not applicable.</td></tr>
<tr><td>26.3(c)(i)</td><td>The corresponding numerical weights for MAB:
Not applicable.</td></tr>
<tr><td>26.5(a)</td><td>Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.

In all cases, the NFCC computation, if applicable, must be sufficient for all the lots or contracts to be awarded to the Bidder.</td></tr>
<tr><td>26.5(b)</td><td>Arithmetical correction is allowed.</td></tr>
<tr><td>26.6</td><td>No further instructions.</td></tr>
<tr><td>27.1</td><td>No additional requirements on Licenses or permits.</td></tr>
<tr><td>30.3(f)</td><td>No additional contract documents is required.</td></tr>
<tr><td>31.2</td><td>Not Applicable.</td></tr>
<tr><td>31.3</td><td>The Performance Security shall be in the form:
<table>
<tr><th>Form of Performance Security</th><th>Amount of Performance Security (Not less than the Percentage of the Total Contract Price)</th></tr>
<tr><td>a. Cash or Cashier’s or Manager’s check issued by a bank.

For biddings conducted by LGUs, the Cashier’s or Manager’s check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</td><td rowspan="2">Five percent (5%)</td></tr>
<tr><td>b. Bank draft or guarantee or irrevocable Letter of Credit issued by a local bank. If issued by a foreign bank, it shall be confirmed or authenticated by a local bank.</td></tr>
</table></td></tr>
</table>

		c. Surety bond callable upon demand issued by a surety or insurance company duly certified by the IC as authorized to issue such security.	Thirty Percent (30%)	

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

Table of Contents

Section IV. General Conditions of Contract..... 51

1) ..... General Terms 54

2) ..... Corrupt, Fraudulent, Collusive, and Coercive Practices 54

3) ..... Inspection and Audit by the Funding Source 54

4) ..... Governing Law and Language 54

5) ..... Notices 54

6) ..... Scope of Contract 55

7) ..... Subcontracting 55

8) ..... Procuring Entity's Responsibilities 56

9) ..... Prices 56

10) ..... Advance Payment 56

11) ..... Payment 57

12) ..... Taxes and Duties 58

13) ..... Performance Security 58

14) ..... Use of Contract Documents and Information 58

15) ..... Standards 59

16) ..... Inspection and Tests 59

17) ..... Warranty 60

18) ..... Delays in the Supplier's Performance 60

19) Liquidated Damages 61
20) Settlement of Disputes 61
21) Liability of the Supplier 62
22) Termination for Breach of Contract 62
23) Termination Due to Force Majeure 62
24) Termination for Convenience 63
25) Termination for Unlawful Acts 64
26) Procedures for Termination of Contracts 64
27) Assignment of Rights 66
28) Amendment to Order 66
29) Application 66

Section V. Special Conditions of Contract 67

2) General Terms

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

a) "The Procuring Entity" means the organization purchasing the Goods, as named in the **SCC**.

b) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the **SCC**.

c) The "Funding Source" means the organization named in the **SCC**.

d) "The Project Site" where applicable, means the place or places named in the **SCC**.

3) Corrupt, Fraudulent, Collusive, and Coercive Practices

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

4) Inspection and Audit by the Funding Source

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

5) Governing Law and Language

4.1 This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

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

6) Notices

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

5.2 A Party may change its address upon notice pursuant to the provisions listed in the **SCC.**

7) Scope of Contract

6.1 The Goods to be provided shall be as specified in Section VI. Schedule of Requirements.

6.2 This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. Any additional requirements for the completion of this Contract shall be provided in the **SCC**.

8) Subcontracting

7.1 For subcontracting arrangements, the following rules shall apply for both locally-funded projects and projects financed through Official Development Assistance, except those covered by treaty, or international, or executive agreements.

a) The subcontracted portion of the contract shall be subject to the approval of the HoPE and the following conditions:

i) The subcontracted portion shall not exceed twenty percent (20%) for Goods, or a different percentage on a per project basis, as approved by the GPPB. The threshold percentages fixed herein shall be subject to the periodic review and adjustments as may be deemed appropriate by the GPPB; and

ii) The subcontracted portion shall be limited to components that are not deemed "significant or material" to the Project, as determined by the Procuring Entity.

b) Subcontracting arrangement, if allowed, including the time of submission of the eligibility documents of the subcontractor, shall be disclosed in the Bidding Documents;

c) Subcontractors must meet the eligibility criteria and submit the same eligibility documents as the general contractor.

Failure of a subcontractor to meet the eligibility criteria does not affect the eligibility of the general contractor for the procurement project. In such case, the portion intended to be subcontracted to the ineligible subcontractor shall be assumed by the general contractor;

d) The general contractor shall remain liable for the subcontractor's actions, defaults, delays, and negligence;

e) The general contractor and the subcontractor are obliged to comply with the provisions of the contract and shall share liability, jointly and severally, in cases of violation of safety standards or other labor standards insofar as the subcontracted portion is concerned; an

f) For purposes of post-qualification in accordance with its objective and process under the IRR, the value of the entire completed and accepted Project, including the subcontracted portion, shall be credited as experience of the general contractor. In the case of the subcontractor, the following rules shall apply:

i) The subcontractor shall get credit for one hundred percent (100%) of the value of the subcontracted portion of the project performed; and

ii) Subcontractors shall be eligible to concessional windows of GFIs that treat receivables from the government as loan security; the receivables of subcontractors due from their general contractor shall similarly be accepted as loan security by GFIs.

9) Procuring Entity's Responsibilities

8.1 Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity may assist the Supplier in complying with such requirements in a timely and expeditious manner.

8.2 The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with the Scope of Contract.

10) Prices

9.1 For goods and services covered under this Contract, as awarded, all bid prices shall be deemed fixed and not subject to price escalation during contract implementation, except as otherwise provided in the succeeding provisions.

9.2 Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, unless there is a change in price resulting from Amendment to Order issued in accordance with **GCC**

9.3 Clause 28.

11) Advance Payment

10.1 For Goods sourced from within the Philippines, advance payments may be made as follows:

a) A single advance payment not to exceed fifty percent (50%) of the contract amount shall be allowed for contracts entered into by a Procuring Entity for the following services where the requirement of down payment is a standard industry practice: 1) hotel and restaurant services; 2) use of conference/seminar and exhibit areas; and 3) lease of office space;

b) Advance payment not to exceed fifteen percent (15%) of the contract amount, unless otherwise directed by the President, shall also be allowed for procurement of goods required to address contingencies arising from natural or man-made calamities in areas where a "State of Calamity" has been declared by appropriate authorities; and

c) Upon submission of an irrevocable Letter of Credit (LoC) or bank guarantee issued by local bank, advance payment not exceeding fifteen percent (15%) of the contract amount shall be allowed and paid to the Supplier within sixty (60) calendar days from the signing of the contract. The irrevocable LoC or bank guarantee, which must be for an equivalent amount, shall remain valid until the goods are delivered, and accompanied by a claim for advance payment.

10.2 For Goods supplied from abroad, unless otherwise indicated in the **SCC**, the terms of payment shall be as follows:

a) Upon Contract Signing: Fifteen Percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. PBD Related Forms.

b) Upon Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.

c) Upon Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty-five (45) days of the date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

10.3 All progress payments for Goods shall first be charged against the advance payment until the latter has been fully exhausted.

12) Payment

11.1 Payments shall be made only upon a certification by the HoPE that the Goods have been delivered in accordance with the terms of this Contract and have been duly inspected and accepted**.** Except with the prior approval of the President, no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under the Contract.

11.2 The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services rendered, and by documents submitted

pursuant to the SCC provision for **GCC** Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract;

11.3 Pursuant to **GCC** Clause 11.2, payments shall be made promptly by the Procuring Entity after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the applicable accounting and auditing laws, rules and regulations.

11.4 Unless otherwise provided in the **SCC**, all payments to the Supplier under this Contract shall be in Philippine Peso;

11.5 Unless otherwise provided in the **SCC**, payments using LoC is allowed. For this purpose, the amount of provisional sum shall be indicated in the **SCC**. All charges for the opening of the LoC and/or incidental expenses thereto shall be for the account of the Supplier.

13) Taxes and Duties

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

14) Performance Security

13.1 Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity, but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the ITB Clauses 31.2 and 31.3.

13.2 The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning Bidder is in default in any of its obligations under the contract.

13.3 The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.

13.4 The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance, subject to the following conditions:

a) There are no pending claims against the Supplier or the Surety Company filed by the Procuring Entity;

b) The Supplier has no pending claims for labor and materials filed against it; and

c) Other terms specified in the **SCC**.

13.5 The Procuring Entity shall allow a proportional reduction in the original performance security in case of a reduction in contract value, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

15) Use of Contract Documents and Information

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

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

16) Standards

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

17) Inspection and Tests

16.1 The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity, other than that specified under Item 16.3 below. The **SCC** and Section VII. Technical Specifications shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

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

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

16.5 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity

or its representative to the said test and/or inspection, shall release the Supplier from any warranties or other obligations under this Contract.

18) Warranty

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

17.2 The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

17.3 To ensure correction of manufacturing defects, the Supplier shall be required to provide a warranty for a minimum period specified in the **SCC**. At the option of the Procuring Entity, the obligation for the warranty shall be covered by:

a) Retention money in an amount equivalent to at least one percent (1%) but not to exceed five (5%) of every progress payment; or

b) Special bank guarantee equivalent to at least one percent (1%) but not to exceed five (5%) of the total Contract Price; or

c) Other such amount, if so specified in the **SCC**.

17.4 The said amounts shall only be released by the Procuring Entity after the lapse of the warranty period as specified in the **SCC**, or in case of Expendable Supplies, after the consumption thereof; Provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.

17.5 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under the warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, repair or replace the defective Goods or parts thereof, at the soonest possible time, without cost to the Procuring Entity.

17.6 If the Supplier, after having been notified on the warranty claim, fails to remedy the defect(s) within the period specified in **GCC** Clause 17.5, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense, and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and other applicable laws.

19) Delays in the Supplier's Performance

18.1 Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.

18.2 If at any time during the performance of this Contract, the Supplier encounters conditions that may impede the timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under **GCC** Clause 23, the Procuring Entity shall evaluate the situation and, if warranted, extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.

18.3 Except as provided under **GCC** Clause 23, any delay by the Supplier in the performance of its obligations shall render it liable to the imposition of liquidated damages pursuant to **GCC** Clause 19, unless an extension of time is agreed upon pursuant to **GCC** Clause 28.

20) Liquidated Damages

19.1 When the Supplier fails to satisfactorily deliver the Goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the Supplier, manufacturer, or distributor shall be liable for liquidated damages in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the Procuring Entity.

19.2 The Procuring Entity need not prove that it has incurred actual damages to be entitled to liquidated damages. Such amount shall be deducted from any money due, or which may become due the supplier, manufacturer, or distributor, or collected from any securities or warranties posted by the supplier, manufacturer, or distributor, whichever is convenient to the Procuring Entity. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, the Procuring Entity may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid.

19.3 If delays are likely to be incurred beyond its control, the supplier, manufacturer, or distributor shall promptly notify the Procuring Entity in writing, providing details of the causes and duration of the expected delay. The Procuring Entity may, at its discretion, grant a time extension based on meritorious grounds, with or without the imposition of liquidated damages.

21) Settlement of Disputes

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

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

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

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

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

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

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

22) Liability of the Supplier

21.1 The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the **SCC**.

21.2 Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repair or replacement of the defective Goods.

23) Termination for Breach of Contract

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

24) Termination Due to Force Majeure

23.1 For purposes of this Contract, the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean as an event which the Supplier could not have been foreseen, or though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions, and any other causes

the effect/s of which could have been avoided with the exercise of reasonable diligence by the Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

23.2 The Procuring Entity may terminate this Contract and impose liquidated damages when, as a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the Contract Price, for a period of not less than sixty (60) calendar days, or earlier, as deemed necessary by the Procuring Entity, after receipt of the written notice from the Procuring Entity stating that the circumstance of *force majeure* is deemed to have ceased.

23.3 The Supplier shall not be subject to forfeiture of its performance security, payment of liquidated damages, or contract termination due to *force majeure,* provided that the Supplier's delay in performance or other failure to perform its obligations under this Contract is the result of a *force majeure*.

23.4 If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity, the Supplier shall continue to perform its obligations under the Contract as far as may be practicable, when not prevented by the *force majeure*, and shall seek all reasonable alternative means in the performance of its obligation.

25) Termination for Convenience

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

a) When physical and economic conditions have significantly changed so as to render the project no longer economically, financially, or technically feasible, as determined by the HoPE;

b) When the HoPE has determined the existence of conditions that make project implementation impractical or unnecessary, such as, but not limited to, fortuitous event/s, changes in laws, and government policies;

c) When funding for the Project has been withheld or reduced by higher authorities through no fault of the Procuring Entity; or

d) Any circumstance analogous to the foregoing.

24.2 The Goods that have been performed or are ready to be delivered or performed within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the

contract terms and prices thereof. For Goods not yet delivered, performed and/or ready to be delivered or performed, the Procuring Entity may elect:

a) To have any portion delivered and/or performed and paid at the contract terms and prices thereof; or

b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

26) Termination for Unlawful Acts

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

a) Corrupt, fraudulent, collusive, and coercive practices as defined in ITB Clause 3.1;

b) Drawing up or using forged documents;

c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and

d) Any other act analogous to the foregoing.

27) Procedures for Termination of Contracts

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

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

b) **Notice to Terminate** - Upon recommendation by the End-User or Implementing Unit, the HoPE shall terminate contracts only by written notice to the supplier conveying the termination of the contract. The notice shall state:

i) That the contract is being terminated for any of the grounds aforementioned, and a statement of the acts that constitute the grounds constituting the same;

ii) The extent of termination, whether in whole or in part;

iii) An instruction to the Supplier, to show cause as to why the contract should not be terminated; and

iv) Special instructions of the Procuring Entity, if any.

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

c) **Show Cause** - Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why the contract should not be terminated. If the Supplier, fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating the contract.

d) **Rescission of Notice of Termination** - The Procuring Entity may, at any time before receipt of the Supplier's verified position paper, withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice.

e) **Decision** - Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate the contract. It shall serve a a written notice to the Supplier of its decision and, unless otherwise provided, the contract is deemed terminated from receipt of the Supplier of the notice of the decision. The termination shall only be based on the grounds stated in the Notice to Terminate.

f) **Contract Termination Review Committee (CTRC)** - The HoPE may create a committee to assist in the discharge of its functions under the IRR. All decisions recommended by the CTRC shall be subject to the approval of the HoPE.

g) **Take-over of Contracts -** If a Procuring Entity terminates the contract due to default, insolvency, or for a cause, it may enter into a Negotiated Procurement (Take-over of Contracts) pursuant to Section 35(c) of RA No. 12009.

h) **Procuring Entity's Options in Termination for Convenience in Contracts for Goods** - The Goods that have been performed or are ready for delivery within thirty (30) calendar days after the supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed or ready for delivery, the Procuring Entity may elect:

i) To have any portion delivered or performed and paid at the contract terms and prices; or

ii) To cancel the remainder and pay to the supplier an agreed amount for partially completed or performed goods and for materials and parts previously procured by the supplier.

28) Assignment of Rights

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

29) Amendment to Order

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

30) Application

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

Section V. Special Conditions of Contract

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

a) Information that complements provisions of Section IV must be incorporated.

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

Special Conditions of Contract

GCC Clause	
1(a)	The Procuring Entity is **DOE.**
1(b)	The Supplier is **as indicated in the Notice to Proceed.**
1(c)	The Funding Source is: 2.1 The GoP through the source of funding as indicated below for **CY2027** in the amount of **Php23,750,000.00.** 2.2 The source of funding is: **a) NEP, the National Expenditure Program.**
1(d)	The Project Site is at **DOE Main Office, Energy Center, Rizal Drive cor. 34th Street, Bonifacio Global City, Taguig City**
2	No further instructions.
5.1	The Procuring Entity's address for Notices is: **DOE Annex Building, Energy Center, Rizal Drive cor. 34th Street, Bonifacio Global City, Taguig City** The Supplier's address for Notices is: **As indicated in the Submitted Bidding Documents**
5.2	No further instructions.
6.2	**Delivery and Documents** For purposes of this Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows: *For Goods Supplied from Abroad, state "*The delivery terms applicable to the Contract are DDP delivered *[insert place of destination].* In accordance with INCOTERMS." (DAP) *For Goods Supplied from Within the Philippines, state "*The delivery terms applicable to this Contract are delivered *[insert place of destination].* Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination." Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are as follows:

	For Goods supplied from within the Philippines: Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following original documents to the Procuring Entity: i) Supplier's invoice showing the goods' description, quantity, unit price, and total amount; ii) Delivery receipt/note, railway receipt, or truck receipt; iii) Supplier's factory inspection report; iv) Manufacturer's and/or Supplier's warranty certificate; v) Certificate of origin (for imported Goods); vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel; vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site. *For goods supplied from abroad:* Upon shipment, the Supplier shall immediately communicate and notify the Procuring Entity and the insurance company the full details of the shipment, including Contract Number, description of the goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following original documents as applicable with the documentary requirements of any letter of credit issued taking precedence: i) Supplier's invoice showing the goods' description, quantity, unit price, and total amount; ii) Negotiable, clean shipped on board bill of lading marked "freight prepaid", as well as a copy of the non-negotiable bill of lading; iii) Supplier's factory inspection report; iv) Manufacturer's and/or Supplier's warranty certificate; v) Certificate of origin (for imported goods); vi) Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site; vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and viii) Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.

	For purposes of this Clause the Procuring Entity's Representative at the Project Site is **Engr. Jericho O. Bragado (Chief, GSD).** **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: ***any of the requirements:*** a) performance or supervision of onsite assembly and/or startup of the supplied goods; b) furnishing of tools required for assembly and/or maintenance of the supplied goods; c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e) training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. The Contract price for the goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services. **Packaging** The Supplier shall meet packaging standards for goods in accordance with existing laws and regulations, and as indicated in this Contract to prevent damage or deterioration during transit to their final destination. The packaging shall be durable enough to withstand rough handling, exposure to extreme temperatures, salt, precipitation, open storage, and other extreme conditions during transit. Packaging case sizes and weights shall consider the remoteness of the goods' final destination and the potential absence of heavy handling facilities at all transit points. The packaging, labeling, and documentation within and outside the packages shall comply strictly with special requirements as shall be expressly provided for in this Contract, including additional requirements, specified below, and in any subsequent instructions ordered by the Procuring Entity. The outer packaging must be clearly marked on at least four (4) sides as follows:

	Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant Hazardous Chemical classifications A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging, if practical. Otherwise, the packaging list is to be placed outside the secondary packaging. **Insurance** The Supplier shall fully insure the goods supplied under this Contract in a currency, local or tradeable and accepted by the *Bangko Sentral ng Pilipinas* against loss or damage incidental to manufacture, acquisition, transportation, storage, and delivery. The risk and ownership of the goods remain with the Supplier until their final acceptance by the Procuring Entity, unless otherwise specified in this Contract. **Transportation** The Supplier shall arrange and pay for the delivery of the goods, with the cost included in the Contract Price. When required under this Contract to deliver the goods CIF, CIP, or DDP, the Supplier shall ensure the transport of the goods to the port of destination or any other specified place of destination in the Philippines, as indicated in this Contract. The Supplier shall arrange for transport, insurance, and storage to the specified destination with the related costs included in the Contract Price. When required under this Contract to transport the goods to a specified place of destination within the Philippines, defined as the Project Site. The goods must be transported using carriers registered in the Philippines when the Supplier is required under this Contract to deliver the goods CIF (Cost, Insurance, and Freight), CIP (Carriage and Insurance Paid To), or DDP (Delivered Duty Paid). If no Philippine-registered carrier is available, the goods may be shipped using a non-Philippine carrier, provided the Supplier obtains and presents certification from the nearest Philippine consulate at the port of dispatch. If Philippine-registered carriers are available but their schedules would impede timely delivery or cause delays in the Supplier's performance of this Contract, the period of delay from when

	the goods were first ready for shipment to the actual date of shipment will be considered *force majeure* in accordance with **GCC** Clause 23. The Procuring Entity accepts no liability for the damage of goods during transit other than those prescribed by INCOTERMS for DDP Deliveries. In the case of goods supplied from within the Philippines or supplied by domestic Suppliers, risk and ownership will not be deemed transferred to the Procuring Entity until their receipt and final acceptance at the final destination. **Patent Rights** The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof.
10.3	The terms of payment shall be as follows: **-stated in the TOR.**
11.4	Payment shall be made in **Philippine Peso.**
11.5	Payment using LoC is not allowed
13.4(c)	**Release of Performance Security will be made upon request of the Supplier with all the supporting documents required under the government budgeting, accounting and auditing rules.**
16.1	The inspections and tests that will be conducted are: **As required under the TOR.**
17.3	*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. *If the goods pertain to Non-expendable Supplies:* One (1) year after acceptance by the Procuring Entity of the delivered goods. The period for correction of defects in the warranty period is: ***as stated in the Terms of Reference (TOR).***
17.3	**Not Applicable.**
17.4	**Not Applicable.**
17.5	No further instructions.
20.2	Not applicable
21.1	No further instructions.

Section VI. Schedule of Requirements

Unit	Description	Quantity	Total	Delivery Schedule
Lot	Early Procurement of Facilities Maintenance Services	1	Php 23,750,000.00	Based on the Terms of Reference

Section VII. Technical Specifications

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

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

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

# TERMS OF REFERENCE/ SPECIFICATION ## Early Procurement of Janitorial Services CY 2027 ## ABC: Php23,750,000.00	Bidder's Statement of Compliance

I. BACKGROUND

The Department of Energy (DOE) as DOE needs the services of a duly licensed, competent and responsible SERVICE PROVIDER who shall render janitorial, maintenance of sanitation, and hygienic pest and rodent control services exclusive of termite control at DOE's premises, buildings, facilities and grounds as indicated below:

a. Main Office premises at Bonifacio Global City (BGC), Taguig City;

b. Leased office areas at PNOC Buildings at Energy Center, BGC;

c. Vicinities of perimeter fences including the outside grassy area and creek at the western part of DOE's main office premises vicinity;

d. Other premises or areas as identified by DOE:

   1. Areas where DOE shall be holding exhibits, programs, launching or related activities

   2. Hauling or retrieval of DOE's properties or moving of equipment or furniture; and

e. DOE's Luzon Field Office (LFO) and warehouse in Bgy Carmay East, Rosales Pangasinan.

II. GENERAL OBJECTIVE

The services shall cover janitorial, maintenance of sanitation and hygienic pest such as rodent, mosquito and termite control services at the areas mentioned above and to ensure total eradication of pests at DOE's office premises and surroundings; with restrooms always clean and smelling good; having a well-kept and refreshing garden with healthy plants; all premises always clean with no accumulating dust, shiny floors and carpets are clean, dry and smelling good.

III. MANPOWER (58) See ANNEX "B"

a. Main Office Premises and Leased Offices at PNOC Buildings (6 days a week, 8 hours a day)

1. Two (2) Supervisors (preferably Male) (1 each for 1st Shift and 2nd Shift)
2. Thirty-Two (32) Janitors
3. Nineteen (19) Janitresses
4. Two (2) Gardeners

b. LFO Premises in Pangasinan (6 days a week, 8 hours a day)

5. Two (2) Janitors
6. One (1) Janitress

All janitorial personnel assigned to the DOE shall possess a valid TESDA National Certificate (NC II or NC III) in Housekeeping and/or Gardening prior to deployment and throughout the duration of the contract.

IV. SCOPE OF WORKS

MAIN OFFICE PREMISES and LEASED OFFICE AREAS at PNOC BUILDINGS

The maintenance and sanitation services shall include, but shall not be limited to the following:

a. Daily services (Monday to Friday)

1. Sweeping and cleaning of office premises, pathways, sidewalks, and adjoining premises, maintenance of parking area. **SERVICE PROVIDER** shall exclusively assign to **DOE twelve (12) heavy duty floor polisher** and corresponding supplies and materials which shall be available for use for the entire duration of the Contract.

2. Cleaning, dusting and polishing of office furniture and equipment, emptying of ash trays, sand urns, wastebaskets and disposal of garbage thru waste segregation management to include implementation of trash bags using color scheme of black and green;

3. Cleaning of rooms, walls, doors, and fixtures. Sanitizing of toilets and washrooms using special cleaning and sanitizing solutions in basins and toilet bowls;

4. Sweeping and cleaning of service roads, pathways, sidewalks, and adjoining premises. Mowing, trimming of tree branches and

maintenance of lawns and gardens. **SERVICE PROVIDER** shall provide to **DOE** throughout the Contract Period (CP) **garden tools such as grass cutters, chainsaws, tree branch cutter and others** at main office;

5. Watering, cultivation of plants, and removal of weeds. **SERVICE PROVIDER** shall assign to **DOE ten (10) sets of operational garden hoses 5/8 inches diameter by 60 meters complete with nozzle and rotary sprinklers** and replace/repair those that are damaged/not functional to ensure its operation throughout the Contract Period (CP) at main office premises;

6. Vacuuming of carpeted rooms, offices, conference rooms. **SERVICE PROVIDER** shall assign to **DOE twelve (12) operational heavy duty wet and dry vacuum cleaners** at main office;

7. Daily dust-mopping of the wooden basketball court at the gym including cleaning of the badminton courts, stage, work-out gym and other rooms thereat, removal of cobwebs, etc.; and

8. Do other related janitorial works, e.g., washing and cleaning of utensils and plates during official meetings/functions from Division Chiefs' levels and up only.

9. The gardener shall be responsible for maintaining the cleanliness, health, and appearance of the Department's gardens and landscaped areas through regular watering, trimming, mowing, weeding, cleaning, and other necessary gardening and beautification activities to ensure a safe, orderly, and pleasant environment within the Department's premises.

b. Week-end Services (Saturday and Sunday)

1. General cleaning of office premises, includes stripping and scrubbing of old coat of wax, re-application of new coat and polishing;

2. Cleaning of furniture and office equipment which consist of dusting, wiping, spot scrubbing, application of high grade solution and polishing;

3. General cleaning of waste receptacles, waste cans and ash trays;

4. General cleaning and sanitizing of comfort rooms;

5. Cleaning of glass walls, doors, windows and ledges except the outside ledges of windows at PNOC Buildings where **DOE** has been renting office spaces;

6. Cleaning and de-clogging of roof decks, gutters, downspouts, etc.;

7. Cleaning of blinds of windows and doors (rotation basis schedule);

8. All indoor plants shall be taken down to open areas for exposure to sunlight and washing/cleaning of pots/vases and repainting if necessary;

9. Cleaning and de-clogging of sinks, p-traps, lavatory and other related piping's thru the use/application of chemicals like Sosa or any equivalent brand.

10. Disinfection of all the offices, lobbies and CRs

11. Hygienic Pest, Rodent and Mosquito Control Services to be conducted on the 1st and 3rd Sundays of the month and upon the request of **DOE** when the need arises with the following Scopes of Services/Works:

    a) Extermination of bed bugs, rats/mice, flies, mosquitoes, ants, cockroaches, moths, spiders and other flying and crawling pests or insects.

    b) Spraying which consists of application of residual formulation of pesticide (Baygon/Kwik) on surface likely frequented by pests or insects, as well as all probable hiding and breeding places.

    c) Laying out of rat killer poison pastes and granules, mouse traps and fly papers to places where rodents/rats/mice are usually seen to catch and/or eradicate these pests especially at office corners, back and underside of credenzas, filing cabinets and under the tables; and

    d) Provision of at least thirty (30) big operational mousetraps throughout the Contract Period.

c. Monthly services (every 1st Saturday of the month)

1. General cleaning of walls and ceilings including wall decorations and lighting diffusers once removed by the electricians.

2. Application of fertilizer to plants. **SERVICE PROVIDER** shall provide one (1) sack of fertilizer every quarter; and

3. Cutting/pruning of tree branches and trimming of plants.

d. Every two (2) months services

1. Fogging services shall be conducted every two (2) months on the second (2nd) Sunday of February, April, June, August, October, and December within the DOE- Main premises, leased office premises at PNOC Buildings and DOE- LFO. The Service Provider shall provide all necessary equipment, materials, chemicals, PPE, and personnel, and shall secure and maintain all required permits, licenses, certifications, and government authorizations for the conduct of pest control operations throughout the contract period.

e. Others

1. Assists in the arrangement of tables and chairs and the likes during official/special activities in the training room, Mini-Theater, DOE Museum, Multi-Purpose Gym, exhibit sites, grounds and other sites/premises where DOE is holding official activities.

2. Hauling and transfer of DOE supplies, properties, equipment, furniture, and other materials, including loading, unloading, carrying, relocation, arrangement, and distribution of items to support office operations and administrative requirements.

II. **Field Office in Bgy Carmay East, Rosales Pangasinan**

Daily services (Monday to Saturday)

a. Sweeping, scrubbing, mopping, and polishing of floors.

b. Cleaning, dusting, and polishing of office furniture and equipment, emptying of ash trays, sand urns, wastebaskets and disposal of garbage.

c. Cleaning of rooms, walls, doors, and fixtures and sanitizing of toilet and washroom.

d. Sweeping and cleaning of office premises, pathways, sidewalks, and adjoining premises, maintenance of parking area. **SERVICE PROVIDER** shall exclusively assign to **CLIENT two (2) heavy duty floor polisher** and corresponding supplies and materials which shall be available for use for the entire duration of the Contract.

e. Watering of indoor plants.

f. Cleaning of walls, doors, windows, and ledges.

g. Extermination of bed bugs, rats/mice, flies, mosquitoes, ants, cockroaches, moths, spiders and other flying and crawling pests or insects; and

h. Other related janitorial works, e.g., washing and cleaning of utensils and plates during official meetings/functions at the level of Division Chief up to Director.

SUPERVISOR's RESPONSIBILITIES

a. Close supervision and monitoring of the day-to-day operation of the janitorial work force at **DOE's** main office premises including rented offices at PNOC Buildings.

b. Close coordination with the concerned GSD staff in-charge with the janitorial day-to-day activities.

c. Proper logging and monitoring (delivery and distribution) of janitorial supplies and equipment in-close coordination with the concerned GSD staff for said activities.

d. Monitoring of attendance of the janitorial work force.

e. Assists the GSD concerned staff in the assignment and evaluation of skills and efficiency of the janitors/janitress at **DOE's** premises and in the implementation of policies relating to janitorial activities; and

f. Submission of **twice a week inspection report** and as necessary to the GSD Chief as signed together with the concerned GSD staff directly handling the janitorial services or the staff who conducted the inspection for that day.

The supervisors will do janitorial works **but must not do any administrative works** for their management, e.g., withdrawal of salaries of personnel, cashiering, generation of d

ocuments required in support of their monthly billings, use of **DOE's** utilities for documentation and relay of messages like photocopying of documents, placement of calls, use of facsimile, etc. and other related matters.

The **two (2) supervisors** must have undergone the **TESDA National Competitive NCIII Training in Housekeeping,** e.g., Participate in Workplace Communication, Work in Team Environment, Practice Career Professionalism, Practice Occupational Health and Safety Procedures, Observe Workplace Hygiene Procedures, Perform Workplace and Safety Practices, Provide Effective Customer Service, Provide Housekeeping Services to Guest, Prepare Rooms for Guest, Clean Premises**.**

The corresponding copies of their **TESDA Certificates** must be submitted together with the other requirements under Item XVI below.

SERVICE PROVIDER's RESPONSIBILITIES

a. The **SERVICE PROVIDER** shall deploy personnel to the DOE Head/Main Office and DOE Luzon Field Office to perform functions necessary to support the Department's operations and stakeholder service requirements.

b. The **SERVICE PROVIDER** shall recruit, screen, and maintain a pool of qualified candidates for evaluation and selection by the DOE.

c. The DOE shall retain the prerogative to select, reject, request additional candidates, or endorse qualified candidates for hiring, subject to compliance with the **SERVICE PROVIDER's** pre-employment requirements.

d. The **SERVICE PROVIDER** shall absorb existing janitorial personnel recommended by the DOE, subject to applicable employment requirements and qualification standards.

e. The **SERVICE PROVIDER** shall ensure that all personnel assigned to the DOE undergo proper screening and verification of qualifications, character, and employment requirements, including the submission of Police Clearance, NBI Clearance, Barangay Clearance, Medical Certificate, psychological assessment (if applicable), and drug test results prior to deployment.

f. The **SERVICE PROVIDER** shall ensure the timely payment of wages and the remittance of mandatory contributions to SSS, Employees' Compensation (EC), PhilHealth, and Pag-IBIG Fund, and shall issue pay slips detailing employee earnings and deductions.

g. The **SERVICE PROVIDER** shall ensure the timely delivery and availability of all equipment, tools, devices, supplies, and materials required for the satisfactory performance of contracted services.

h. The **SERVICE PROVIDER** shall coordinate regularly with the General Services Division (GSD) through quarterly meetings or as necessary, and shall submit required work schedules, deployment plans, personnel rotation schedules, and activity schedules, including specialized maintenance activities, in accordance with DOE requirements.

SERVICE PROVIDER must require all their janitorial personnel assigned at DOE's premises to undergo/attend the DOLE/TESDA NCII Housekeeping Training within three (3) months from the start of Contract. The corresponding copies of DOLE/TESDA Certificates to this effect shall be submitted to the GSD for verification and monitoring. Subsequent assignment or replacement personnel must also comply with this submission within the 1st three (3) months period of their respective assignment to DOE's premises, except the relievers.

SERVICE PROVIDER must have attended the **Occupational Safety and Health Standard (OSHS) and/or the Basic Occupational Standard and Health (BOSH)** seminars/training as required under Rule 1030 of the OSHS, as amended, as issued by the Department of Labor and Employment (DOLE). A copy of the DOLE/TESDA Certificate to this effect shall be submitted together with the other requirements under Item XVI below.

V. TOOLS, EQUIPMENT, SUPPLIES AND MATERIALS

See ANNEX "C" and "D"

A penalty of **P500.00 per day per Equipment** shall be imposed against **SERVICE PROVIDER** starting on the 2nd day from time the Equipment is found unaccounted or not properly operating. Any Equipment that cannot be repaired within four (4) day's time shall be replaced with an identical unit or brand otherwise the penalty shall be raised to **P1,000.00 per day starting on the 5th day** after the unit was found missing and/or defective. **DOE** shall deduct the penalty from **SERVICE PROVIDER**'s monthly payment corresponding to the month in which the penalty was incurred.

The Service Provider shall deliver all required janitorial supplies and materials **on or before the first (1st) day of each month**. The cost of undelivered supplies and materials shall be deducted from the Service Provider's monthly payment corresponding to the month in which the non-delivery was incurred, based on the Service Provider's bid price or the DOE's Approved Budget for the Contract (ABC) itemized cost, whichever is higher. In addition, a penalty of **Five Hundred Pesos (Php 500.00) per day** shall be imposed commencing on the day immediately following the prescribed delivery date until full delivery of the required supplies and materials is completed.

For proper and effective monitoring of deliveries, the equipment, supplies and materials shall be delivered directly to the General Services Division (GSD) of **DOE** which is directly in-charge of the supervision of janitorial services at the main office and the office of Director for the Pangasinan Field Office.

VI. PENALTY for ABSENCES without RELIEVER

A penalty of **P1,000.00** per day per janitorial personnel shall be imposed against **SERVICE PROVIDER** starting on the 2nd day of absence of the concerned personnel without a competent reliever and/or qualified replacement on top of the deduction of the absentee personnel's daily wage.

VII. LIABILITY STIPULATION

The **SERVICE PROVIDER** shall be responsible and liable for any loss, damage, injury, or destruction of DOE property arising from the negligence, fault, misconduct, infidelity, or willful act of its personnel, agents, or representatives in the performance of the contract. The Service Provider shall promptly compensate DOE for such loss or damage upon determination of liability through appropriate investigation.

The **SERVICE PROVIDER** shall likewise be liable for any bodily injury, death, or property damage suffered by third parties arising from the acts or omissions of its personnel while performing their duties under this contract.

The **SERVICE PROVIDER** shall **indemnify, defend, and hold the Department of Energy (DOE), its officials, employees, and representatives free and harmless** from any and all claims, actions, liabilities, damages, losses, costs, expenses, and judgments, including labor-related claims, arising out of or in connection with the acts, omissions, negligence, misconduct, or breach of contractual obligations by the **SERVICE PROVIDER**, its personnel, agents, or representatives.

The **SERVICE PROVIDER** shall not be liable for losses or damages resulting solely from force majeure, acts of God, war, civil disturbance, or causes beyond its reasonable control, unless such losses are attributable to its negligence or misconduct.

VIII. JANITORIAL PREMIUMS/BONDS

A. BID SECURITY

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

The Performance Security is conditioned upon **SERVICE PROVIDER's** full and faithful performance and observance with all the terms and conditions of the Contract, including the payment of all wages and statutory benefits of its janitorial personnel assigned to **DOE**. It shall remain effective during the term of the Contract and shall continue to be in force for a period of three (3) months after its expiration or until 31 March 2026 unless a claim has been filed by **SERVICE PROVIDER's** janitorial personnel assigned to **DOE** against **SERVICE PROVIDER**, in which case, it shall continue to be in full force and effect until such claims have been paid or settled. The submission of the Performance Security including other Bonds as enumerated below shall be a pre-requisite by **DOE** in the processing of the initial payment of **SERVICE PROVIDER.**

Forms of Security	Amount of Bid Security (Not less than the required percentage of the ABC)
a. Cash or Cashier's/Manager's cheque issued by a Universal or Commercial Bank. For biddings conducted by LGUs, the Cashier's/Manager's cheque may be issued by other banks certified by the BSP as authorized to issue such financial instrument.	Two percent (2%)
b. Bank draft/guarantee or irrevocable Letter of Credit (LC) issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a local Universal or Commercial Bank, if issued by a foreign bank. For biddings conducted by LGUs, bank draft/guarantee, or irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.	
c. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%)

B. PERFORMANCE BOND

Forms of Security (PERFORMANCE BOND)	Amount in % of Total Contract Price
1. Cash, Cashier's/Manager's cheque, bank draft/guarantee confirmed by a Universal or Commercial Bank.	Five percent (5%)
2. Irrevocable Letter of Credit issued by a Foreign Universal or Commercial Bank, provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a Foreign Bank	Five percent (5%)
3. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (IC) as authorized to issue such security.	Thirty percent (30%)

SERVICE PROVIDER shall also submit to **DOE** within ten (10) calendar days from signing of the Contract the following additional bonds and securities issued from GSIS and/or any reputable insurance companies duly accredited and registered under the Office of the Insurance Commissioner:

a. Liability Insurance to cover bodily injuries at P100,000.00 per person per accident for a total of P500,000.00 for five (5) persons aggregate per accident and for property damage at P1,000,000.00 aggregate per accident for a grand total of P1,500,000.00 **Comprehensive General Liability (CGL)** insurance; and

b. **Labor Bond/Security** in the amount equal to 100% of the Total Labor Cost based on the submitted bid cost for labor under this Contract to answer for the wages due for the janitorial personnel detailed at **DOE's** premises should **SERVICE PROVIDER** fail to pay the same, as provided under Article 108 of the Labor Code of the Philippines.

c. The **SERVICE PROVIDER** shall be subject to the imposition of applicable sanctions, penalties, suspension, blacklisting/debarment, and other remedies provided under Republic Act No. 12009 (New Government Procurement Act), its Implementing Rules and Regulations (IRR), and other relevant issuances of the Government Procurement Policy Board (GPPB) for any violation of the terms and conditions of the contract.

IX. COMPONENTS OF CONTRACT COST

a. Daily Wage Rate based Wage Order No. NCR-28 for Main and Luzon Field Office, respectively.

b. 13th Month Pay

c. Thirteen (13) Holidays for CY2027

d. 5 Days Incentive Leave

e. Allowances for the two (2) supervisors at P1,000.00 per month

f. Payments of monthly premiums for SSS, Phil-health, ECC, PAG-IBIG

g. Cost of janitorial supplies and materials

h. Cost of Uniforms for Janitors/tress (3 sets polo shirt Company Logo and black pants). Those assigned at EOs shall wear short sleeves barong while those assigned in the perimeter shall wear long sleeves.

i. Fogging thru use of appropriate and approved chemicals every two (2) months and as necessary for Main and Luzon Field Offices

j. Admin/Overhead/Profit Cost (in accordance with the provisions of RA 12009 and its revised IRR). This also covers the cost for the equipment/devices; premiums on bonds for bid, performance, labor, property damage and personnel injury; quarterly carpet shampooing; twice a month pest control and hygienic services.

k. All other benefits provided by law

l. 12% Value Added Tax (VAT)

X. BILLINGS AND PAYMENTS

SERVICE PROVIDER to submit on or before the 10th day of the following month its bill on services rendered for the preceding month and accompanied by a Sworn Affidavit by **SERVICE PROVIDER** to the effect that it has paid all the wages and benefits of the janitorial personnel detailed to **DOE**, in accordance with existing laws, including the remittance of premiums for SSS, EC, Pag-Ibig, and Phil-Health monthly contributions. **SERVICE PROVIDER** shall submit as proof the official copy of their monthly remittance to the appropriate government entities reflecting the names of their personnel assigned to **DOE**. **DOE** shall not process any billing submitted without the foregoing documents. Any janitorial personnel provided by **SERVICE PROVIDER** under whose services are utilized for more than eight (8) hours a day and/or outside their regular time of works when requested by **DOE** shall be paid his/her daily regular rate plus overtime based on premium rates as provided under the Labor Code. **SERVICE PROVIDER** must issue the required **Pay Slip** to its workers showing the breakdown or details of salaries earned, corresponding deductions and the net amount of payments.

DOE shall process the payments within fifteen (15) working days upon submission by **SERVICE PROVIDER** of all required documents to be attached to the Disbursement Vouchers (DVs). All penalties shall be deducted from the billings for the pertinent period.

XI. BEHAVIOUR OF JANITORIAL PERSONNEL AT CLIENT's PREMISES

All janitorial personnel shall strictly comply with the provisions under Annex "A" (copy attached) of the Contract and the **SERVICE PROVIDER's** company's rules, policies and guidelines.

XII. NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

The **SERVICE PROVIDER** shall ensure that all janitorial personnel assigned to the Department maintain the confidentiality of all information, documents, records, and data accessed in the course of their duties. All deployed personnel shall sign a valid **Non-Disclosure Agreement (NDA)** prior to deployment, and copies of the signed NDAs shall be submitted to the Department. Any unauthorized disclosure of confidential or sensitive information shall be grounds for the immediate replacement of the personnel concerned and may subject the individual and the **SERVICE PROVIDER** to appropriate administrative, civil, or criminal action in accordance with applicable laws and regulations.

XIII. PERMITS AND LICENSES

SERVICE PROVIDER warrants to obtain and maintain all necessary permits and licenses required by national or local officials, or by civilian or military authorities, in order to continue operating legally.

XIV. TAXES, DUTIES, FEES, ETC.

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

XV. SETTLEMENT AND LITIGATION

Amicable settlement of disputes. However, if either PARTY shall take judicial action, the venue shall be laid exclusively with the proper courts in Taguig City, with the exclusion of other courts and the writs of attachment, injunction, replevin, seizure, etc. issued thereby may be served and enforced anywhere in the Philippines.

XVI. AWARD OF CONTRACT

The renewal of the contract will depend on the contractor's performance. The DOE will conduct a survey to evaluate both the performance of the contractor and its personnel assigned to the DOE. DOE employees will serve as the respondents of

the survey, and the contractor must achieve satisfactory ratings to qualify for renewal.

SERVICE PROVIDER warrants that it or any of its officials or representatives has/have not given or promised to give any money or gift to any employee/official of **DOE** to influence the decision regarding the awarding of this Contract, nor **SERVICE PROVIDER** has, or its officials or representatives has/have exerted or utilized any unlawful influence on any employee/official of **DOE** to solicit or secure this Contract through an agreement to pay a commission, percentage, brokerage, or contingent fee. **SERVICE PROVIDER** hereby agrees that breach of these warranties shall be sufficient ground for **DOE** as its discretion to terminate or cancel this Contract, or deduct such commission, percentage, brokerage, or contingent fees from the Contract Amount without prejudice to **SERVICE PROVIDER's** or any other person's civil or criminal liability under the Anti-Graft Law and other applicable laws.

XVII. TERMINATION OF CONTRACT

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

a. Negligence on the part of **SERVICE PROVIDER** resulting to material and financial losses to the government.

b. Submission of falsified or forged license as well as other falsified documents and reports.

c. Engagement by **SERVICE PROVIDER** or any of its personnel assigned to **DOE** in activities that are dangerous to public safety and welfare or inimical to the national security, e.g., holding sit-down strikes or rallies at **DOE's** premises and related activities.

d. Report or display of gross discourtesy and rudeness by any of its personnel.

e. Non-compliance with the minimum wage of the salary of personnel assigned at **DOE**.

f. Non-remittances of monthly premiums on contributions to SSS, Phil-health, EC and PAG-IBIG that were deducted/collected from the monthly salaries of their personnel within two (2) months' period from actual collection or deduction. Also, the amount collected/deducted

for the monthly amortization

of loans availed by the said personnel; and

g. Breach of obligation and the terms and conditions under this Contract.

XVIII. RESERVATION CLAUSE

SERVICE PROVIDER is aware that **DOE** is a government agency and, as such, is subject to certain legal requirements and procedures not normally required of private corporations. **SERVICE PROVIDER,** nevertheless, agrees that whenever such legal requirements and procedures apply to this Contract and affect its validity, effectivity or implementation, this Contract shall be considered amended accordingly so as to enable **DOE** to comply with such requirements. For its part, **DOE** undertakes to exert its best efforts to immediately comply with the requirements in a most equitable manner consistent with good faith.

XIX. OTHER REQUIREMENTS TO SUBMIT PRIOR ON THE RENEWAL OF CONTRACT

a. Proof of monthly remittances of premium contributions to SSS, EC, Phil-health, Pag-ibig that were collected/deducted by **SERVICE PROVIDER** from the monthly salaries of their janitorial personnel and administrative staff covering the six (6) months period prior to Public Bidding date. The actual payments or remittance of these monthly premiums had been done within two (2) months from actual collection/deduction from the salaries of the **SERVICE PROVIDER's** personnel and duly paid prior to the date of Public Bidding.

b. DOLE/NLRC Certificate that the company has no unfavorable decision for violation of the Daily Minimum Wage Law (DMWL) for the past six (6) months prior to the Public Bidding date.

c. Proof of 12% VAT payment to BIR made prior to the date of Public Bidding covering the past six (6) months thru Electronic Payment Filing System (EPFS).

d. A Tax Clearance per Revenue Regulations No. 017–2024 dated 17 September 2024 and E.O. 398, s. of 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

e. Latest Income and Business Tax Returns for the preceding year.

f. Copy of **SERVICE PROVIDER** (that will manage the project at DOE) re: DOLE/TESDA Certificate on **Occupational Safety and Health Standard (OSHS) and/or the Basic Occupational Standard and Health (BOSH)** seminars/training as required under Rule 1030 of the OSHS, as amended, issued by the Department of Labor and Employment (DOLE) within the last

five (5) year period. Those who were issued beyond the five (5) year period must attend a refresher's seminar/course for the necessary update of knowledge on new policies and regulations and related matters and be issued an updated DOLE/TESDA Certificate. g. Copy of **SERVICE PROVIDER's** Phil-GEPS Registration.	

ANNEX "A"
RULES AND REGULATIONS PERTAINING TO
SERVICE PROVIDER's PERSONNEL OFFENSES

The acts or omissions listed hereunder constitute negligence of duty or imprudence which shows lack of moral behavior or paucity of discipline. **SERVICE PROVIDER** shall impose or apply the appropriate penalties or sanctions or corrective measures against its personnel assigned to **CLIENT** who commit any misbehavior or misconduct as indicated/enumerated below:

1. **Conduct and Behavior**

   a. Commission of an act which is or may constitute a crime;

   b. Holding of unauthorized meeting at **DOE's** premises that would adversely affect **DOE's** operation/activities;

   c. Commission of an illegal or immoral act within **DOE's** premises;

   d. Carrying of prohibited weapon/s or banned object/s within **DOE's** premises;

   e. Fighting or attempting bodily harm on any person except in self-defense while within **DOE's** premises or while performing work for **DOE** whether within or outside its premises;

   f. Malicious mischief or horseplay resulting in injury to person/s or destruction of **DOE's** property for which it may be held liable;

   g. Intimidations or coercion of fellow **SERVICE PROVIDER's** personnel, **DOE's** employees, customers, guests and/or any person, in any manner which adversely affects **DOE's** interests;

   h. Concealing a disease which endangers fellow **SERVICE PROVIDER's** personnel or **DOE's** employees and guests;

   i. Refusal to submit to or failure to meet security requirements of **DOE** or being in the opinion of **DOE**, a poor security risk;

   j. Intentionally damaging **DOE's** property or any property for which **SERVICE PROVIDER's** may be held liable; and

   k. Failure to carry out instructions of superiors and/or **DOE's** GSD Chief or his authorized representative.

2. **Negligence of Duty**

   a. Negligence in assigned tasks/duties;

   b. Habitual neglect of duty;

   c. After having access to information, failure to report as soon as possible the loss, spillage, or damage of **DOE's** property that it may be held liable;

   d. Sleeping or napping while on duty; and

   e. Leaving the workplace without proper relief or authorization and/or intentionally has stopped working and/or refused to work during his duty-shift unless given another assignment by **DOE's** GSD Chief or his authorized representative.

3. **Insubordination**

   a. Disobedience to the lawful order of superiors in connection with his/her duties;

   b. Refusal to answer questions in any investigation authorized or conducted by **DOE** unless such answers would violate Constitutional rights;

   c. Insult or willful disrespect on the honor of any official or employee of **DOE** or persons transacting business with **DOE**; and

   d. Failure to surrender his/her cellphone unit to the Supervisor upon reporting to work and subsequently caught playing/texting/calling thru his/her cellphone while on-duty.

4. **Dishonesty**

   a. Unauthorized use of **DOE's** resources;

   b. Stealing and/or attempting to steal from **DOE**, its employees, contractors and/or clientele;

   c. Offering or receiving money or other valuable consideration in exchange for a job, better working place, or any change in working conditions, and/or refusal to be rotated to other areas within **DOE's** premises;

   d. Substituting material and/or object with intent to gain and/or malice;

   e. Obtaining or attempting to obtain **DOE's** funds, equipment, products, supplies and materials through fraudulent means from **DOE's** suppliers, warehouses, plants or stations, and other assigned work places; and

f. Defrauding **DOE** in any manner.

5. **Alcoholic Beverages or Prohibited/Regulated Drugs**

a. Unauthorized use or possession of prohibited/regulated drugs or participating in pot session within **DOE's** premises;

b. Drinking liquor within **DOE's** premises except during official occasions and locations authorized by **DOE**;

c. Reporting for work under the influence of liquor and/or prohibited/regulated drugs; and

d. Selling or inducing any person to take prohibited/regulated drugs within **DOE's** premises except when duly authorized for medical reasons.

6. **Safety**

a. Failure to observe **DOE's** safety rules and regulations;

b. Carelessness with regard to safety of fellow **SERVICE PROVIDER's** personnel or **DOE's** employees, guests and visitors;

c. After having access to information, failure to report immediately, an accident or injury involving fellow **SERVICE PROVIDER's** personnel, **DOE's** employees or damage to **DOE's** property;

d. Smoking in "No Smoking" areas within **DOE's** premises or property;

e. Carrying matches or lighters, or other than safety matches or lighters with close covers, or having open lights or fires within prescribed limits where such practice is forbidden within **DOE's** premises or property;

f. Removing safety devices from **DOE's** machinery, equipment or any other property without permission;

g. Driving **DOE's** service vehicle/s recklessly or at excessive speed, or at speed above the area speed limit or driving any other vehicle in the same manner within **DOE's** premises;

h. Allowing unauthorized persons to operate **DOE's** vehicle or equipment when the same is assigned to him/her;

i. Driving under the influence of liquor or prohibited/regulated drugs;

j. Intentionally destroying or damaging **DOE's** property or other equipment;

k. Failure to wear safety attire when prescribed within **DOE's** premises;

l. Staying after work within **DOE's** premises unless otherwise authorized by the Chief of General Services Division (GSD); and

m. Unauthorized entry in restricted areas/office/closed rooms within **DOE's** premises.

7. **Other Acts or Omissions**

a. Leaving and/or vacating respective assigned post and/or area of responsibility when on-duty at **DOE's** premises unless properly relieved upon the order of the GSD Chief of **DOE**;

b. Improper or non-wearing of **SERVIC PROVIDER's** uniform when on-duty at **DOE's** premises and/or in **DOE's** other sites. Also, sporting long hair and wearing big earrings and related accessories (for men);

c. Use of the elevator instead of the stairwell in going up or down for one (1) floor level at **DOE's** building/s except when handling heavy items/documents/ equipment wherein the elevator can be used;

d. Discourtesy to **DOE's** personnel, guests, visitors and other contractors' personnel;

e. Use of **DOE's** telephone direct line in placing outside charge calls without proper written authorization from the GSD Chief of **DOE**;

f. Loafing to other areas where he/she is not assigned and/or unauthorized entry to offices or closed areas at **DOE's** premises; and

g. Entertaining personal request from employees while on-duty to conduct troubleshooting, repair of personal gadgets/devices, or equipment and similar items.

ANNEX "B"

NO.			SCHEDULE OF REPORTING			WORKING
MORNING SHIFT (DOE- MAIN)			MON. - FRI.	SAT.	SUN.	DAYS
1	MALE	Oversees cleaning operations and ensures all assigned areas are properly maintained.	6:30-4:00	6:30-4:00	OFF	6 days
2	MALE	Clean and maintain all garden and landscaped areas, including pathways and plant surroundings.	6:30-4:00	6:30-4:00	OFF	6 days
3	MALE	Clean and maintain all garden and landscaped areas, including pathways and plant surroundings.	6:30-4:00	6:30-4:00	OFF	6 days
4	MALE	Clean lobby, male comfort room, and EUMB offices/divisions.	6:30-4:00	6:30-4:00	OFF	6 days
5	MALE	Clean assigned EUMB division offices, hallways, and common areas.	6:30-4:00	6:30-4:00	OFF	6 days
6	MALE	Clean lobby, male comfort room, and EPIMB offices/divisions.	6:30-4:00	6:30-4:00	OFF	6 days
7	MALE	Clean assigned EPIMB division offices and work areas.	6:30-4:00	6:30-4:00	OFF	6 days
8	MALE	Clean lobby, EPPB offices, divisions, and surrounding areas.	6:30-4:00	6:30-4:00	OFF	6 days
9	MALE	Clean OIMB offices, workstations, hallways, and common areas.	6:30-4:00	6:30-4:00	OFF	6 days
10	MALE	Clean SEMD and BEMD offices and surrounding work areas.	6:30-4:00	6:30-4:00	OFF	6 days
11	MALE	Clean outdoor perimeter areas and Mini Theater facilities.	6:00-3:30	6:00-3:30	OFF	6 days
12	MALE	Clean outdoor perimeter areas and Mini Theater facilities.	6:30-4:00	6:30-4:00	OFF	6 days
13	MALE	Clean main gate area, sidewalks, and surrounding grounds.	6:00-3:30	6:00-3:30	OFF	6 days
14	MALE	Clean museum surroundings, pathways, and perimeter grounds.	6:00-3:30	6:00-3:30	OFF	6 days
15	MALE	Clean COA hallway and adjacent outdoor areas.	6:00-3:30	6:00-3:30	OFF	6 days
16	MALE	Clean grounds and pathways at the back of GSD building.	6:00-3:30	6:00-3:30	OFF	6 days
17	MALE	Clean Sunken Parking and surrounding grounds.	6:00-3:30	6:00-3:30	OFF	6 days
18	MALE	Clean flagpole area and surrounding grounds.	6:00-3:30	6:00-3:30	OFF	6 days
19	MALE	Clean gymnasium floor, facilities, and surrounding areas during morning shift.	6:00-3:30	6:00-3:30	OFF	6 days
20	MALE	Clean OSEC offices, hallways, and common areas.	6:30-4:00	6:30-4:00	OFF	6 days
21	MALE	Clean OASEC offices, workstations, and adjacent areas.	6:30-4:00	6:30-4:00	OFF	6 days

22	**MALE**	Clean OASEC offices, workstations, and adjacent areas.	6:30-4:00	6:30-4:00	**OFF**	6 days	
23	**MALE**	Clean OUSEC offices, corridors, and common areas.	6:30-4:00	6:30-4:00	**OFF**	6 days	
24	**MALE**	Clean OUSEC offices, corridors, and common areas.	6:30-4:00	6:30-4:00	**OFF**	6 days	
25	**MALE**	Clean OUSEC offices, corridors, and common areas.	6:30-4:00	6:30-4:00	**OFF**	6 days	
26	**MALE**	Clean EDCP offices and surrounding work areas.	6:00-3:30	**OFF**	6:30-4:00	6 days	
27	**MALE**	Clean GSD offices, COOP area, and surrounding spaces.	6:30-4:00	6:30-4:00	**OFF**	6 days	
28	**MALE**	Clean LATL offices, workstations, and common areas.	6:00-3:30	**OFF**	6:30-4:00	6 days	
29	**MALE**	Clean motorpool office, parking, and vehicle service areas.	6:00-3:30	**OFF**	6:30-4:00	6 days	
30	**MALE**	Clean carwash area, drainage, and surrounding grounds.	6:30-4:00	**OFF**	6:30-4:00	6 days	
31	**MALE**	Clean washability area and surrounding perimeter grounds.	6:30-4:00	**OFF**	6:30-4:00	6 days	
32	**FEMALE**	Clean FS offices, work areas, and common spaces.	6:00-3:30	6:00-3:30	**OFF**	6 days	
33	**FEMALE**	Clean ERDB offices, hallways, and surrounding areas.	6:00-3:30	6:00-3:30	**OFF**	6 days	
34	**FEMALE**	Clean and sanitize all female comfort rooms within Energy Building	6:00-3:30	**OFF**	6:00-3:30	6 days	
35	**FEMALE**	Clean HR office, Records Receiving area, and Server Room exterior/common areas.	6:00-3:30	**OFF**	6:00-3:30	6 days	
36	**FEMALE**	Clean OISMD and OICMD offices and workspaces.	6:30-4:00	**OFF**	6:30-4:00	6 days	
37	**FEMALE**	Clean other OIMB offices and common areas.	6:30-4:00	**OFF**	6:30-4:00	6 days	
38	**FEMALE**	Clean HOEMD and WEMD offices and common areas.	6:30-4:00	**OFF**	6:30-4:00	6 days	
39	**FEMALE**	Clean REMD-OD and TSMD offices and surrounding work areas.	6:30-4:00	6:30-4:00	**OFF**	6 days	
40	**FEMALE**	Clean COA office and nearby hallways/common areas.	6:30-4:00	6:30-4:00	**OFF**	6 days	
41	**FEMALE**	Clean offices, hallways, stairways, and common areas in Buildings 3 and 4.	6:30-4:00	6:30-4:00	**OFF**	6 days	
42	**FEMALE**	Clean training room, databank area, furniture, and equipment surroundings.	6:30-4:00	6:30-4:00	**OFF**	6 days	
43	**FEMALE**	Clean OASEC offices, workstations, and adjacent areas.	6:30-4:00	6:30-4:00	**OFF**	6 days	
44	**FEMALE**	Clean OUSEC offices, corridors, and common areas.	6:30-4:00	6:30-4:00	**OFF**	6 days	
45	**FEMALE**	Clean NPTL offices, workstations, and common areas.	6:30-4:00	6:30-4:00	**OFF**	6 days	
46	**FEMALE**	Clean IPO and IAD offices and surrounding work areas.	6:30-4:00	6:30-4:00	**OFF**	6 days	

47	**FEMALE**	Clean IPO and IAD offices and surrounding work areas.	6:30-4:00	6:30-4:00	**OFF**	6 days
48	**FEMALE**	Clean OASEC offices, workstations, and adjacent areas.	6:30-4:00	6:30-4:00	**OFF**	6 days
49	**FEMALE**	Clean OUSEC offices, workstations, and adjacent areas.	6:30-4:00	6:30-4:00	**OFF**	6 days
EVENING SHIFT (DOE-MAIN)			**MON. - FRI.**	**SAT.**	**SUN.**	**DAYS**
50	**MALE**	Supervises afternoon and evening cleaning operations; ensures cleanliness standards are maintained in all assigned areas.	12:00-9:00	**OFF**	6:30-4:00	6 days
51	**MALE**	Clean outdoor surroundings, walkways, driveways, landscaped areas, and building exterior vicinity.	12:00-9:00	**OFF**	6:30-4:00	6 days
52	**MALE**	Maintain cleanliness of grounds, remove litter, sweep pathways, and monitor outdoor common areas.	12:00-9:00	**OFF**	6:30-4:00	6 days
53	**MALE**	Clean perimeter areas including entrances, sidewalks, parking surroundings, and open spaces.	12:00-9:00	**OFF**	6:30-4:00	6 days
54	**FEMALE**	Clean gymnasium floor, restrooms, equipment areas, bleachers, and surrounding facilities during the PM shift.	12:00-9:00	**OFF**	6:30-4:00	6 days
55	**MALE**	Sweep, collect debris, and maintain cleanliness of all designated perimeter and outdoor areas.	12:00-9:00	**OFF**	6:30-4:00	6 days
DOE- LUZON FIELD OFFICE (LFO)			**MON. - FRI.**	**SAT.**	**SUN.**	**DAYS**
56	**MALE**	Clean office work areas, desks, floors, hallways, windows, and common areas.	6:30-4:00	6:30-4:00	**OFF**	6 days
57	**MALE**	Clean building surroundings, walkways, grounds, and outdoor common areas.	6:30-4:00	6:30-4:00	**OFF**	6 days
58	**FEMALE**	Maintain cleanliness of office spaces, meeting areas, and staff common areas.	6:30-4:00	6:30-4:00	**OFF**	6 days

ANNEX "C"
List of Janitorial Supplies and Materials
MAIN OFFICE IN BONIFACIO GLOBAL CITY (BGC), TAGUIG CITY, METRO MANILA

SUPPLIES

A. MONTHLY DELIVERY (must be delivered on or before 1st day of the month)	**TOR**	
Specs / Items	**Unit**	**Qty.**
Toilet Bowl Cleaner	**gals**	**6**
Clog Remover ("Sosa" or equivalent brand) on floor drains/sinks, etc.	**gals**	**1**
Trash Plastic bags XXL size (1,500 green, 1,500 gray/black)	**pcs**	**6000**
Round rags (at least 6" diameter) for wiping of chairs, walls, baseboards	**pcs**	**50**
Microfiber cleaning cloth handwash for wiping of computer sets and tables (approx. 28 x 16cm) (Pranela)	**pcs**	**50**
Mop heads (cotton, curled/twisted type, large and thick) for office floors, rooms, stairwells, lobbies, etc. 50pcs and 50pcs for CRs with minimum dry weight of 450-500 grams	**pcs**	**50**
Powdered soap (all purpose) for washing of floors, lobbies, CRs, walkways, outside walls, pavements, etc. (should not be in direct contact with skin and clothes)	**kgs**	**50**
Furniture polishing liquid ("shine-up" Johnson or equivalent brand)	**gal**	**2**
Liquid glass cleaners ("Glance" Johnson or equivalent brand) for window glass, glass panes, glass doors, etc.	**gal**	**2**
Liquid All Purpose Cleaner- Lemon Scent	**gal**	**20**
Liquid Wax Sealer	**gal**	**10**
Disinfectant - ("Zonrox" or equivalent brand) for CRs	**gals**	**50**
Scratch pads -("3M" or equivalent brand at least 3" x 6" size)	**pcs**	**50**
Air freshener - (Glade or equivalent brand) 320 ml aerosol type	**cans**	**50**
Kwik or equivalent brand Multi-Insect killer ("Aerosol spray w/ nozzle 600 ml) **not water-based**	**cans**	**50**
Wipe Out, 250 grams, dirt and stain remover for furniture, tables, desks, etc.	**cans**	**50**
Deodorant Cake (Albatross or equivalent, 100grams)	**pcs**	**100**
Metal Polish ("Glo" or equivalent brand, 100 ml) for brass names	**cans**	**1**
Fabric softener ("Downy" or equivalent brand, washing of carpet & mop, to mix with water to produce fragrance scent as feed to the ionizer device at CRs)	**gals**	**12**
Supply of liquid hand soap (anti-bacterial) for CRs and lobbies	**gals**	**50**

A. MONTHLY DELIVERY (must be delivered on or before 1st day of the month)		
Wax spray buffing for the floor vinyl tiles (johnson Low-in-Behold or equivalent brand) to maintain shines/glow of the vinyl tiles	**gals**	**1**
Complete wax (Johnson or equivalent brand) for the shines of vinyl tiles	**gals**	**4**
Strippers liquid ("Step-off" Johnson or equivalent brand)	**gals**	**4**
Carpet shampoo (Johnson or equivalent brand)	**gals**	**3**
Doormat cloth (22" x14" size large) at entrance of CRs, water dispenser spill area, lobby during rainy days	**pcs**	**50**
Soft broom (Walis Tambo), heavy-duty, tightly stitched and reinforced binding.	**pcs**	**30**
Stick broom (Walis Tingting), heavy-duty, tightly wired and reinforced handle.	**pcs**	**30**
Tissue paper - 2 ply (Gym, lobbies, AVR/Databank, Training Rm)	**rolls**	**100**

ANNEX "D"
List of Janitorial Equipment and Devices
MAIN OFFICE IN BONIFACIO GLOBAL CITY (BGC), TAGUIG CITY, METRO MANILA

C. DELIVERY (upon engagement)	*Qty.*	*Unit*	*Specifications*
Heavy duty Trash bin (360 Liters)	30	pcs	used in perimeter and comfort room waste disposal
Heavy duty grass shears with wooden handle	6	pcs	at least 22 inches total length
Mop handles (hard plastic)	100	pcs	at least 5 feet length, 6 1/2 inches width of holder/clip for cotton mop head
Bolos with wood handle	10	pcs	at least 24 inches length including wood handle
Dust pans heavy-duty	64	pcs	medium size 12" width, hard plastic
Wheel borrows with rubberized single wheel (150 kls capacity)	2	units	at least 26 inches width by 32 inches length of the steel box carrier and total length of 47 inches including the steel handle
Shovels - standard size with wood handle and plastic at end	6	pcs	at least 8 1/4 inches width, 11 1/2 inches length and total length of 41 1/2 inches including wood handle
Pick mattock made of steel with wood handle	3	pcs	at least 3 1/2 inches width of steel chisel and at least 18 inches length from end to end
Mouse traps (cage type, medium)	30	pcs	at least 5 1/2 inches width, 1 foot length, 6 inches height
Steel Rakes w/ wood handle	5	pcs	at least 15 inches width, fork height 3 inches, wood handle 4 feet length
Garden hoses	6	pcs	5/8" diameter, 60 mtrs long w/ rotary sprinklers and reel for the hose
Squegees	5	pcs	heavy-duty, at least 18 inches width of the glass wiper and wood handle
Extended pole glass wipers	6	pcs	at least 18 inches width of the glass wiper with 10 feet long of adjustable handle
Icepick/spear type tool to pick leaves/papers at the grounds thru spearing	10	pcs	at least 8 inches length of spear plus wood handle
Rubber boots for use during rainy days on muddy area	10	pairs	standard size at 15 inches height, heavy- duty
Rain coats	10	sets	(up and down, heavy duty)
Safety goggles for grass cutting using mechanical cutter	6	sets	transparent, plastic flexible type with garter
PPE safety body belt harness with lifeline For use in trimming of tree branches, cleaning of high ceilings, roofs	2	sets	manila rope at least 1.9 cm or 3/4" diameter; or nylon rope 1.27 cm or 1/2" diameter
Mop squeezer (hard plastic)	10	units	
Flowering Plants all year round (at grounds)	50	pcs	at least 2 ft tall

Poinsettia (Christmas Plants) on medium sized pots to be delivered 1st week of December	100	pcs	at least 2 ft tall
Garden soil	40	sacks	at least 10kg/sack
Aluminum tong	10	pcs	20" long
Micro Fiber Gym mop heads or equivalent brand	4	pc	36" long
Floor Coil Matt (6ft x 6ft)	30	pcs	Heavy Duty for Lobbies and every Bldg entrance use
Signage "A" type "SLIPPERY WHEN WET"	20	pcs	high quality material

D. EQUIPMENT (Brand new or not more than 2 yrs old)	***Qty***	***Unit***	***Specifications***
Heavy duty floor polishers 16" ("victor" or equivalent brand)	20	sets	Victor or Wilson or equivalent brand, 16", low speed, at least 0.75 Hp, 175 Brush RPM, 220V, 60Hz
Heavy duty vacuum cleaners (water based filter/ wet and dry type or equivalent model) for cleaning of carpet, sofas, fabric chairs, etc.	15	units	3D or equivalent brand, Extreme wet & dry, 2,000w, 220-240V, 100L/S, 60DB-A with complete accessories
Heavy duty motor pressure washer power sprayer	2	unit	Miller or equivalent brand, 4-wheels, 4HP, Gasoline Operated, Self-Propelled
Bush cutters with nylon strings and fuel throughout the year	2	units	4 stroke, single cylinder, 3Hp, 7,000 RPM
Heavy duty pushcart with no irritant noise while moving	2	units	30" x 60" loading area, 4 rubberized heavy duty wheels
Pressure Car Washer	2	unit	Heavy Duty
Carpet shampooer	2	unit	
Chain Saw machine with gasoline and oil	2	unit	Wilson or equivalent brand, 16", low speed with solution tank, at least 0.75Hp, 175 Brush RPM, 220V, 60Hz, 54 DB

LUZON FIELD OFFICE (LFO) in Urdaneta City, Pangasinan

(Upon Engagment)

Heavy duty Trash bin (360 Liters)	4	pcs	used in perimeter and comfort room waste disposal
Signage "A" type "SLIPPERY WHEN WET"	2	pcs	high quality material
Mop handles (strong wood/hard plastic)	20	pcs	at least 5 feet length, 6 1/2 inches width of holder/clip for cotton mop head
Disinfectant Mat Sanitizing Footbath (floor mat/dip mat)	2	pcs	Heavy Duty for Lobbies and every Bldg entrance use
Extended pole glass wipers	4	pcs	at least 18 inches width of the glass wiper with 10 feet long of adjustable handle
Indoor plants in big pots for 3 lobbies	6	sets	at least 3 ft tall

EQUIPMENT	Qty	Unit	*Specifications*
Dust pan heavy duty	6	pcs	medium size 12" width, hard plastic
Heavy duty floor polishers 16" ("victor" or equivalent brand)	2	sets	Victor or Wilson or equivalent brand, 16", low speed, at least 0.75 Hp, 175 Brush RPM, 220V, 60Hz
Heavy duty pushcart with no irritant noise while moving	2	units	30" x 60" loading area, 4 rubberized heavy duty wheels
Pressure Car Washer	1	unit	Heavy Duty

Section VIII. Philippine Bidding Document Related Forms

Notes to the Philippine Bidding Document Related Forms

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

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

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

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

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

TABLE OF CONTENTS

Bid Form for Procurement of Goods..... 105

Price Schedule for Goods Offered from Within the Philippines..... 107

Price Schedule for Goods Offered from Abroad 108

Contract Form..... 109

Omnibus Sworn Statement Form 112

Bid Securing Declaration Form 116

Additional Forms:

1. **STATEMENT OF ONGOING GOVERNMENT AND PRIVATE CONTRACTS INCLUDING CONTRACT AWARDED BUT NOT YET STARTED**
2. **STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT**

Bid Form for Procurement of Goods

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

BID FORM

Project Identification No.: *[Insert number]*

To: [Name of Procuring Entity]

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

a) I/We have no reservation to the PBD, including the Supplemental Bid Bulletins, for the Procurement Project [Project Title];

b) Select one, delete the other

- I/We undertake to deliver the Goods in accordance with the delivery schedule in the Schedule of Requirements;

- I/We offer to execute the Works for this Contract in accordance with the PBD;

c) The total price of our Bid in words and figures, excluding any discount offered below, is *[insert information]*

d) The discounts offered and the methodology for their application, if any, are: *[insert information];* or indicate N/A if no discount offered]

e) The total bid price in words and figures, after applying the applicable discount, includes the cost of all taxes, such as, but not limited to *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized in the *[Select one, delete the other:* the Price Schedules/ Detailed Estimates].

f) This Bid shall remain valid within a period stated in the PBD, and it shall be binding upon me/us at any time before the expiration of that period;

g) If our bid is accepted, I/we commit to enter to a contract and provide a performance security in the form, amounts, and within the times prescribed in the PBD, and hereby acknowledge the consequences under the IRR of RA No. 12009 on forfeiture of Bid Security or enforcement of Bid Securing Declaration and on Blacklisting.

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

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

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

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

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

Duly authorized to sign the Bid for and behalf of:

[Insert Bidder's Name]

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

Price Schedule for Goods

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

Pricing Details for Goods Offered from Within the Philippines

1	2	3	4	5	6	7	8	9	10
Item	Description	Source of Domestic Product, as certified by the Relevant Agency	Quantity	Unit price exw per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col5+6+7+8)	Total Price delivered Final Destination (col 9)x(col 4)

Summary of Bid Prices

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

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

Name:_____

Signature:_____

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

Price Schedule for Goods

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

Pricing Details for Goods Offered from Abroad

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Summary of Bid Prices

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

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

Name:_____

Signature:_____

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

Contract Form

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

CONTRACT FOR [Insert Project Title]

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

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

-and-

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

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

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

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

3. Unless otherwise stated, terms and expressions used in this Contract shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Contract.

4. The following documents as required by the Implementing Rules and Regulations of Republic Act No. 12009 shall form part and be read and construed as integral parts of this Contract, *viz.*:

    a. Philippine Bidding Document (PBD); *[Select one, delete the others]*

    - *For Procurement of Goods*

        i. Invitation to Bid;
        ii. Instruction to Bidders;
        iii. Bid Form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
        iv. Bid Data Sheet;
        v. Schedule of Requirements;
        vi. Technical Specifications;
        vii. General and Special Conditions of Contract;
        viii. Supplemental Bid Bulletins, if any; and

ix. Other contract documents that may be required by existing laws and/or the Entity.

- *For Procurement of Infrastructure Projects*

i. Drawings/Plans;
ii. Specifications;/Scope of Work;
iii. Bill of Quantities;
iv. General and Special Conditions of Contract; and
v. Supplemental Bid Bulletins, if any;

- *For Procurement of Consulting Services*

i. General and Special Conditions of Contract;
ii. Terms of Reference;
iii. Request for Expression of Interest;
iv. Instructions to Bidders;
v. Bid Data Sheet;
vi. Addenda and/or Supplemental/Bid Bulletins, if any;
vii. Bid forms, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents/ statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
viii. Eligibility requirements, documents and/or statements;
ix. Performance Security;
x. Notice of Award of Contract and the Bidder's *conforme* thereto; and
xi. Other contract documents that may be required by existing laws and/or the Entity.

b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;

c. Performance Security;

d. Notice of Award of Contract; and the Bidder's Conforme thereto; and

e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBD, such as but not limited to the Notice to Proceed and Warranty Security.

3. In consideration of the Contract Price of *[Contract Price in words and figures],* or such other sums as may be determined in accordance with the terms of the Contract, the Supplier/Contractor/Consultant agrees to deliver and perform the items and related services for the *[Project Title]* described herein in accordance with the terms and conditions specified in the Contract and its annexed documents.

4. The *[Name of the Procuring Entity]* agrees to pay the above-mentioned sum to the Supplier/Contractor/Consultant in accordance with the schedule and manner provided in the Bidding Documents and its annexes.

5. Any dispute, difference, or claim arising out of or relating to this Contract, including its existence, validity, interpretation, breach, or termination thereof, may be submitted to arbitration or other form of alternative dispute resolution in accordance with the applicable law, such as Republic Act No. 9285 (Alternative

Dispute Resolution Act of 2004) or Executive Order No 1008, series 1985 (Construction Industry Arbitration Law).

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

For the Procuring Entity	*For the Bidder*
Head of the Procuring Entity or Duly Authorized Representative	Duly authorized to sign the Contract for and behalf of *[Bidders Name]*:
[Signature over Printed Name] *[Position/Designation]* *[Date]*	*[Signature over Printed Name]* *[Position/Designation]* *[Date]*

Signed in the presence of:

[Name and Signature] *Witness – Procuring Entity*	*[Name and Signature]* *Witness- Supplier*

ACKNOWLEDGMENT

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

WITNESS MY HAND AND SEAL this ___ day of *[month] [year].*

NAME OF NOTARY PUBLIC

Notarial Commission No. _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. __, *[date issued], [place issued]*
IBP No. __, *[date issued], [place issued]*

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

Omnibus Sworn Statement Form

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

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

OMNIBUS SWORN STATEMENT

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

1. *Select one, delete the others:*

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

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

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

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

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

   - *If partnership, corporation, cooperative, or joint venture:* I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Project Title]* of the *[Name of the Procuring Entity]*, as supported by the attached duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable*;*

   - *If individual consultant not registered under a sole proprietorship, in case of Consulting Services:* As the individual consultant or authorized representative of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Project Title]* of the *[Name of the Procuring Entity]*, as

supported by the attached duly notarized Special Power of Attorney *for authorized representative*;

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

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

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

6. *Select one, delete the others:*

   - *If sole proprietorship :* The *[Name of Bidder]* and its spouse are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

   - *If partnership :* The partnership itself and the partners of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

   - *If cooperative:* The cooperative itself and members of the board of directors, general manager, or chief executive officer of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

   - *If corporation, or joint venture:* The corporation or joint venture itself, and officers, directors, and controlling stockholders of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

- *If individual consultant not registered under a sole proprietorship, in case of Consulting Services:* The individual consultant and its spouse are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

7. It is understood that failure to faithfully disclose its relationship with the Head of the Procuring Entity, members of the BAC, the TWG, and the BAC Secretariat, the head of the PMO or the end-user unit or implementing unit, and the project consultants of the Procuring Entity, or of the procurement agent by consanguinity or affinity up to the third civil degree, as well as its submission of beneficial ownership information containing false entries shall be subject to blacklisting under Section 100 of the Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 12009, without prejudice to criminal and civil liabilities under applicable laws, including their accessory penalties, if any.

Select one, delete the rest:

- *In case of corporations: [Name of Bidder]* declares its beneficial ownership information consistent with its updated General Information Sheet or Beneficial Ownership Declaration Form or any other document duly submitted to the SEC and has maintained a valid and updated file therein in compliance with Sections 20.2.9.1, 81, and 82 of the IRR of RA No. 12009.

- *In case of Foreign Bidders: [Name of Bidder]* submitted an appropriate equivalent document in English issued by the country of the bidder concerned in accordance with Section 20.2.9.2 of the IRR of RA No. 12009.

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

9. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:

    a) Carefully examine all of the Bidding Documents;

    b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;

    c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and

    d) Inquire or secure Supplemental Bid Bulletin(s) issued for the *[Project Title]*.

10. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or

otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

11. In case advance payment was made or given to *[Name of Bidder]*, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability under existing laws.

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

Duly authorized to sign the Bid for and behalf of:

[Insert Bidder's Name]

[Affiant's Signature over Printed Name]
[Position/Designation]
[Date]

JURAT

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

WITNESS MY HAND AND SEAL this ___ day of *[month] [year].*

NAME OF NOTARY PUBLIC
Notarial Commission No. _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. __, *[date issued], [place issued]*
IBP No. __, *[date issued], [place issued]*

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

Bid Securing Declaration Form

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

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

BID SECURING DECLARATION

Project Identification No.: *[Number]*

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

I/We, the undersigned, declare that:

1) I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration;

   [Insert paragraph for Unsolicited Offer with Bid Matching]

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

2) Select one, delete the other:

   - I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any Procuring Entity upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the Procuring Entity for the commission of acts resulting to the enforcement of the Bid Securing Declaration under Sections 52.2 (a), 63.2, 69.1 and 100, except 100.3 (c),of the IRR of Republic Act No. 12009; without prejudice to other legal action the government may undertake; and

   (For Unsolicited Offer with Bid Matching)

   - I/We accept that: I/we will be automatically disqualified from any procurement opportunity of the Procuring Entity for a period of one (1) year on the first offense, two (2) years on the second offense, and perpetually on the third offense without prejudice to other legal action the government may undertake.

3) I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:

   a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;

b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;

[Insert this paragraph for Unsolicited Offer with Bid Matching]

b) Upon contract award and the LCCRB is not the original offeror; or

c) I am/we are declared the bidder with the *[Insert Award Criterion[1]]* and I/we have furnished the performance security and signed the Contract.

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

Duly authorized to sign the Bid for and behalf of:

[Insert Bidder's Name]

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

JURAT

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

WITNESS MY HAND AND SEAL this ___ day of *[month] [year].*

NAME OF NOTARY PUBLIC
Notarial Commission No. _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. __, *[date issued], [place issued]*
IBP No. __, *[date issued], [place issued]*

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

STATEMENT OF ONGOING GOVERNMENT AND PRIVATE CONTRACTS INCLUDING CONTRACT AWARDED BUT NOT YET STARTED

The Bids and Awards Committee
Department of Energy
Energy Center, Rizal Drive, Bonifacio Global City
Taguig, Metro Manila

Ongoing or awarded but not yet started projects for the period _____ (last (2) years), where applicable.

Procuring Entity / Date of Contract	Kinds of Goods Sold and/or Services Offered	Amount of Contract and Value of Outstanding Contracts	Date of Delivery	Specify whether a Prospective Bidder is a Manufacturer, Supplier, Distributor or Service Provider	Indicate whether "Similar" or "Not Similar"

Submitted By:

_____

(Signature over Printed Name)

Note:
1. May be reproduced, if necessary
2. Please attach Purchase Order, Notice of Award or other similar document

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT

The Bids and Awards Committee
Department of Energy
Energy Center, Rizal Drive, Bonifacio Global City
Taguig, Metro Manila

Single Largest Completed Contract (SLCC) for the period _____
(last two (2) years), where applicable.

Procuring Entity / Date of Contract	Kinds of Goods Sold and/or Services Offered	Amount of Contract and Value of Outstanding Contracts	Date of Delivery	Specify whether a Prospective Bidder is a Manufacturer, Supplier, Distributor or Service Provider	Indicate whether "Similar" or "Not Similar"

Submitted By:

_____
(Signature over Printed Name)

Note:
1. May be reproduced, if necessary
2. Please attach certificate of acceptance or other similar contracts

Checklist of Technical and Financial Documents
(Goods and Services)

I. TECHNICAL COMPONENT ENVELOPE *(one (1) original copy and two copies)*

Class "A" Documents

Legal Documents

☐	(a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 20 of the IRR of RA12009**;

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 **(Bidding Form Annex A)**; **and**
☐	(f)	Statement of the bidder's Single Largest Completed Contract (SLCC) **(Bidding Form Annex B)** similar to the contract to be bid, except under conditions provided for in Sections 52.4.1.3 and 52.4.2.4 of RA No. 12009 and its IRR, within the relevant period as provided in the Bidding Documents; **and**
☐	(g)	Bid Security in the prescribed form and amount. The bidder shall submit a Bid Securing Declaration, or any form of bid security in an amount not less than the required percentage of the ABC as provided under Section 56.2 of the IRR of RA 12009; and
☐	(h)	Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, as stated in Section VII. Technical Specification; **and**
☐	(i)	Original duly signed Omnibus Sworn Statement (OSS) **(Bidding Form Annex D) and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder

Financial Documents

☐	(j)	The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, electronically submitted and "acknowledged received" and/ or stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; and
☐	(k)	The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) **or A** committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

If applicable, a valid joint venture agreement (JVA), in case the joint venture is already in existence. In the absence of a JVA, duly notarized statements from all the potential joint venture partners should be included in the bid, stating that they will enter into and abide by the provisions of the JVA in the event that the bid is successful. Failure to enter into a joint venture in the event of a contract award shall be a ground for the forfeiture of the bid security.

Each partner of the joint venture shall submit their respective PhilGEPS Certificates of Registration in accordance with Section 20.2.9.1 of this IRR. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance; Provided, That the partner responsible to submit the NFCC shall likewise submit the Statement of all of its ongoing contracts.

II. FINANCIAL COMPONENT ENVELOPE ***(one (1) original copy and two copies)***

☐	(l)	Original of duly signed and accomplished Financial Bid Form **(Bidding Form Annex E)**; **and**
☐	(m)	Original of duly signed and accomplished Price Schedule(s) **(Bidding Form Annex F)**.

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

☐	(n)	*[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.
☐	(o)	Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

III. Post-Qualification Requirements:

☐	1. In case only the PhilGEPS Registration Certificate (Platinum Membership) was submitted during the bid opening, submit the certified true copies of the following: (a) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document; (b) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; and (c) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
☐	2. Latest Income/Business Tax Returns;
☐	3. Certificate of PhilGEPS Registration;
☐	4. Pictures of its principal place of business;

☐	5. In case of Goods, submit brochures/prototype/actual sample of the products being offered or in case of Services, concept paper/write-up or description of the services being offered; which must be submitted on the date indicated in the post-qualification letter, addressed to the TWG Head, and certifies that it is the bidder's official and final offer. Non-submission of this requirement may be a ground for disqualification.
☐	6. In case of procurement for manpower services, proof of contribution/remittance for SSS, Philhealth and Pag-ibig for the last six (6) months from the opening of bid; and
☐	7. Other appropriate licenses and permits required by law as stated in the bidding documents/post-qualification letter.


Republic of the Philippines
gppb
Government Procurement Policy Board