

PHILIPPINE BIDDING DOCUMENTS

**Procurement of
Janitorial Services
FY 2025
(PB 05-2025 EPA)**

National Labor Relations Commission

**Sixth Edition
July 2020**

Preface

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

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

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

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

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the "*name of the Procuring Entity*" and "*address for bid submission*," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

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

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS – Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

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

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



INVITATION TO BID FOR THE PROCUREMENT OF JANITORIAL SERVICES FY 2025

1. The **National Labor Relations Commission**, through the **National Expenditure Program FY 2025** intends to apply the sum of **Four Million Eight Hundred Thirty Eight Thousand Six Hundred Pesos (Php4,838,600.00)** being the Approved Budget for the Contract (ABC) for the **Procurement of Janitorial Services for FY 2025 (PB 05-2025 EPA)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **National Labor Relations Commission** now invites bids for the above Procurement Project. Delivery of the Goods is required by **FY 2025**. Bidders should have completed, within **three (3) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "**pass/fail**" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from the **National Labor Relations Commission** and inspect the Bidding Documents at the address given below from **8am to 5pm, Mondays to Fridays, except holidays**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **21 November 2024** from the given address and websites below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Php5,000.00**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees **in person or through electronic means**.

It may also be downloaded free of charge from the website of the **PhilGEPS** and the website of the **National Labor Relations Commission**, provided that the Bidder shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The **National Labor Relations Commission** will hold a Pre-Bid Conference on **29 November 2024 at 1:30 PM** through **video conferencing via Zoom** application. It shall be open to prospective bidders who signified their written intent to join.
7. Bids must be duly received by the BAC Secretariat through **manual submission** at the office address indicated below on or before **11 December 2024 at 1:00 PM**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 14**.
9. Bid opening shall be on **11 December 2024 at 1:30 PM** at the given address below, with observance of health protocols such as wearing face masks, accomplishing contact tracing form prior to entry, and temperature checking upon entry. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. *With respect to the documentary requirements, the Committee shall accept any of the following:*
 - a. **Original or certified true copies** duly certified by the issuing agency; or
 - b. **Photocopies subject to verification against the original** during the opening of the bids and/or during post qualification.
11. The **National Labor Relations Commission** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

MS. MARIFE S. NUERA

BAC Secretariat through the Administrative Division

10th Floor, Ben-Lor IT Center, 1184 Quezon Ave., Paligsahan, Quezon City

baccentraloffice@nlrc.dole.gov.ph

(02)8740-7733 / (02)8781-771

www.nlrc.dole.gov.ph

13. You may visit the following websites:

For downloading of Bidding Documents: **www.nlrc.dole.gov.ph** and/or **the PhilGEPS website**.

21 November 2024.



VILMA MARIA S. PLAN-BARRERA

Labor Arbiter / Chairperson – Bids and Awards Committee

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

Instruction to Bidders

1. Scope of Bid

The Procuring Entity, **National Labor Relations Commission**, wishes to receive Bids for the **Procurement of Janitorial Services FY 2025** with identification number **PB 05-2025 EPA**.

The Procurement Project (referred to herein as "Project") is composed of **one (1) lot**, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **FY 2025** in the amount of **Four Million Eight Hundred Thirty Eight Thousand Six Hundred Pesos (Php4,838,600.00)**.

2.2. The source of funding is the **National Expenditure Program FY 2025**.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project, the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding that will defeat the purpose of public bidding; the Bidder should comply with the following requirements:
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least ***fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies*** of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 5.3. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

The Procuring Entity has prescribed that ***subcontracting shall not be allowed***.

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the

Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **3 (three) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:

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

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a **Bid Securing Declaration** or any form of **Bid Security** in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **29 February 2024**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "**passed**", using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the

2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.3. The Project shall be awarded as follows:

One Project that shall be awarded as one contract.

19.4. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

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

Bid Data Sheet

| ITB Clause | Description |
|------------|--|
| 5.3 | <p>Eligibility Criteria For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. <i>contracts providing Janitorial Services.</i> b. completed within <i>three (3) years</i> prior to the deadline for the submission and receipt of bids. |
| 7 | <p>Subcontracts <i>Subcontracting shall not be allowed.</i></p> |
| 12 | <p>Bid Prices <i>The price of the Goods/Services shall be based on the current market prices and minimum wage orders and other relevant laws.</i></p> |
| 14.1 | <p>Bid Security The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than <i>Php96,772.00</i> (2% of the ABC) if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than <i>Php241,930.00</i> (5% of the ABC) if bid security is in Surety Bond. |
| 15 | <p>Sealing and Marking of Bids The bidder shall be required to submit <i>seven (7) hard copies</i> of the first and second component of its Bid.</p> |
| 19.3 | <p>Detailed Evaluation and Comparison of Bids The Project shall be awarded in <i>one (1) lot.</i></p> |
| 20.1 | <p>Post-Qualification Within a non-extendible period of <i>five (5) calendar days</i> from receipt by the Bidder of the notice from the BAC-TWG that it submitted the Lowest Calculated Bid, the bidder shall submit its <i>latest income and business tax returns</i> filed and paid through the BIR Electronic Filing and Payment System (eFPS) and <i>other appropriate licenses and permits</i> required by law and stated in the BDS.</p> |

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| | <p><i>Non-submission of the said documents during the submission of bids shall not render the Bid non-responsive and shall not be a ground of disqualification. But the same shall be submitted during the post-qualification.</i></p> |
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Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

The Special Conditions of Contract (SCC) 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 the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase must also be incorporated.

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

Special Conditions of Contract

| GCC Clause | Description |
|------------|--|
| 1 | <p>Scope of Contract <i>No additional requirements for the completion of the Contract.</i></p> |
| 2.2 | <p>Advance Payment and Terms of Payment <i>Payments shall be made on a semi-monthly basis upon issuance of Certificate of Inspection.</i></p> <p><i>The Service Provider's request(s) for payment shall be made to the Procuring Entity in writing accompanied by an invoice describing as appropriate, the service performed.</i></p> |
| 4 | <p>Inspection and Tests The inspections and tests that will be conducted are:</p> <ol style="list-style-type: none"> 1. Conduct of ocular inspection at the official business address; 2. Examination of documents to verify the validity of the submitted Technical Documents; and 3. Others that may be necessary to the TWG in their preparation of the Post Qualification Report. <p><i>BAC-TWG shall coordinate with the winning bidder relative to other requirements and procedures regarding inspections and test.</i></p> |

Section VI. Schedule of Requirements

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

| Item Number | Description | Delivered, Weeks/Months |
|--------------------|---|---|
| Lot 1 | PROCUREMENT OF JANITORIAL SERVICES FY 2025 | Five (5) days from the issuance of Notice to Proceed |

Note: Winning bidder shall undertake to provide all the requirements indicated under the Technical Specifications.

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications:

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

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

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

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

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "*or at least equivalent.*" References to brand names cannot be used when the funding source is the GOP.

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

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

Technical Specifications

| Item | Specification | Statement of Compliance |
|--------------|---|-------------------------|
| LOT 1 | <i>Procurement Janitorial Services FY 2025</i> | |

PROCUREMENT OF JANITORIAL SERVICES FOR FY 2025

I. PURPOSE:

The National Labor Relations Commission intends to engage the services of a service agency to provide maintenance, sanitation, cleaning and other janitorial works at its Central Office and National Capital Region Arbitration Branch located at Benlor Building, 1184 Quezon Avenue, Quezon City, and Regional Arbitration Branch IV at Hectan Penthouse, Calamba, Laguna for FY 2025.

II. MINIMUM QUALIFICATION REQUIRED:

The Service Agency must be registered under the DOLE Department Order No. 174, Series of 2017, and licensed to operate in the business of cleaning, janitorial services, sanitation and related services.

III. SCOPE OF WORK:

DAILY ROUTINE OPERATIONS

- a. Sweeping, mopping, spot scrubbing and polishing all floors. Areas where high-traffic occurs, including the main lobby, entrance ways, waiting areas, and restrooms shall be serviced continuously during hours of public use to ensure cleanliness.
- b. Cleaning and sanitizing toilets and restrooms, including the washbasins, urinals and toilet bowls, using an effective disinfecting chemicals.
- c. Fogging toilets and hallways with deodorants.
- d. Dusting and cleaning horizontal and vertical surfaces including furniture.
- e. Dusting, polishing and cleaning all glass tops, glass doors, glass partitions, inside windows ledges, air vents, partitions and base attachments that require daily attention.
- f. Emptying and cleaning waste paper containers.
- g. Removing of cobwebs and fingermarks on the walls and ceilings as necessary.

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

WEEKLY PERIODIC OPERATIONS

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

MONTHLY PERIODIC OPERATIONS

- a. General cleaning all exterior glasses and ledges.
- b. Thorough general cleaning all areas covered by this contract.
- c. Cleaning diffusers, light, Venetian blinds and other fixtures as may be indicated by the NLRC.
- d. Cleaning, dusting, sweeping and mopping all floors at the storage rooms, PPSTA Bldg., Banawe Street, Quezon City

MISCELLANEOUS SERVICES

- a. Shampooing carpets and furniture in fabric quarterly or as may be indicated by NLRC.
- b. Assistance in the undertaking of necessary repairs, re-varnishing, repainting, constructing or improving shelves and other furniture or renovations.
- c. Hauling office furniture and equipment as need arises.
- d. Report needed repairs such as leaking of pipes and faucets.
- e. Cleaning and de-clogging basins, comfort room drainage, gutters and waterspouts.
- f. Provide free indoors plants at the floor lobbies.
- g. Performing miscellaneous official errands as may be required by heads of offices.

IV. GENERAL CONDITIONS

1. To carry out the maintenance, janitorial and sanitation services, the SERVICE AGENCY must provide its personnel with all necessary equipment, supplies and materials at its own cost. However, the cost of electricity and water will be covered by the NLRC. The SERVICE AGENCY must turnover all its supplies to the Administrative Division on a quarterly basis for monitoring and safekeeping, in accordance with the details outlined in the bid.

The NLRC shall provide a space for storing the aforementioned equipment and materials of the SERVICE AGENCY. The NLRC reserves the right to inspect these items at any time through its duly authorized representative. The SERVICE AGENCY is responsible for any loss or damage to such equipment and materials, and the NLRC is free from any resulting liabilities.

2. For the performance of the aforementioned maintenance and sanitation tasks, the SERVICE AGENCY is required to provide the services of **sixteen (16) janitors**. These individuals should be healthy, reliable, honest, professionally trained and carefully selected. They must possess the necessary and adequate Medical (including drugs tests), NBI and Police Clearances. The janitors will work eight (8) hours a day, five (5) days a week, specifically from Mondays to Fridays, excluding Saturdays, Sundays and holidays. Their deployment will be in accordance with the specifications outlined in **ANNEX 1**.

The number of janitors may be increased or decreased depending upon the exigencies of the service or the need of the janitorial services as determined by the NLRC. This determination will be made by the NLRC, following the rates provided in the attached Approved Budget for the Contract. Any changes in the number of janitors should be communicated through a written request from the Chairperson.

3. The performance of the SERVICE AGENCY shall be evaluated monthly using a specified set of performance criteria. Additionally, the NLRC may conduct an annual assessment of the SERVICE AGENCY's overall performance. If the SERVICE AGENCY fails to meet its obligations and NLRC standards based on this assessment, NLRC has the authority to terminate the contract. However, NLRC retains the option to renew the contract on a monthly basis, for a maximum period of one (1) year, subject to performance evaluation and compliance with the Revised Implementing Rules and Regulations (RIRR) of Republic Act No. 9184.
4. The SERVICE AGENCY's personnel shall be provided with adequate uniforms and appropriate Identification Cards at the expense of the SERVICE AGENCY. These uniforms and Identification Cards must be worn by the janitors at all times for proper identification.
5. The SERVICE AGENCY shall provide relievers and/or replacement at all times in case of the absence of its personnel. Overtime work rendered by janitors and supervisors during special occasions such as conferences, meetings, anniversaries and other events shall be subject to prior authorization by the concerned Head of Office and the availability of funds.
6. The Supervisor of the janitors shall receive regular instructions from the NLRC's representative (Management and Administrative Department Director). These instructions may include the rotation of janitor's areas for further improvement to effectively and efficiently provide sanitation, maintenance and janitorial services for the NLRC. The Supervisor may also be replaced or subjected to rotation upon recommendation of the NLRC's representative and upon approval of the Chairperson.
7. The Supervisor shall submit to the Director, Management and Administrative Department, a list of individuals assigned to perform specific tasks, indicating their definite assignments. This official shall be duly informed of any changes in the assignment of personnel.
8. Each of the SERVICE AGENCY's personnel shall personally punch in and out using their daily time card or fingerscan in the biometrics system to record their accurate time entries in the logbook of daily attendance. This logbook shall be maintained by the security officer assigned to the NLRC. Absences and undertime incurred by any personnel shall be deducted from the monthly payment for services rendered, in direct proportion to the agreed contract rate.

9. The personnel of the SERVICE AGENCY will be subjected to on-the-spot searches by the NLRC's duly appointed representatives, hired guards, or security personnel on-duty whenever they enter or leave the premises.
10. The SERVICE AGENCY shall be liable for all losses and/or damages to NLRC's properties caused by or arising out of the performance of janitorial services due to negligence, dishonesty, inefficiency or other faults of its employees. This liability includes losses and/or damages incurred by NLRC offices, agencies, tenants and employees within NLRC's premises. It is expressly understood, however, that the SERVICE AGENCY shall not be liable for losses and/or damages incurred by the NLRC due to fortuitous events, except when the SERVICE AGENCY's employees commit acts harmful to the NLRC during said events. Accordingly, the NLRC shall not be responsible for any claims for personal injury or damage, including death, caused either to the janitors or any third person, arising from the lawful performance of janitorial functions. However, it is the responsibility of the SERVICE AGENCY to closely supervise, coordinate, control and monitor the discharge of duties by the janitors, following the terms outlined in this TOR.
11. The SERVICE AGENCY shall not be held liable for losses and/or damages outlined in this contract unless they are reported verbally or in writing within seven (7) working days from the time the NLRC becomes aware of them.
12. The NLRC shall not be responsible for the personal obligations or debts of the janitors assigned to its premises.
13. The SERVICE AGENCY shall comply with all the existing labor laws, including minimum wage, 13th month pay, service incentive leaves with pay, SSS/ Philhealth/EC/PAG-IBIG Premium contributions and other mandatory benefits as prescribed by law for all its employees assigned to the NLRC. For this purpose, the SERVICE AGENCY shall submit monthly, upon presentation of the bill, a sworn certification that it has paid the wages, allowances and other monetary benefits of its employees assigned to the NLRC in accordance with all labor laws and adjustments mandated.

The SERVICE AGENCY shall not collect any placement or other fees on its employees without legal basis. Any fee collected that was not specified in the original contract must be reported to and approved by the NLRC.

In addition to the aforementioned sworn certification, the SERVICE AGENCY shall submit a monthly payroll as proof of compliance that the employees assigned to the NLRC have received or are receiving their wages and other legally mandated benefits. Failure to submit the required sworn certification and monthly payroll will result in the non-payment of the concerned employees for their actual services rendered.

The NLRC shall pay the SERVICE AGENCY not later than the 15th and 30th or the last calendar day of the following month, based on the billing statement

submitted to the NLRC not later than the 7th and 21st of each month for the duration of the contract.

It is agreed that upon presentation of the corresponding bill, a sworn certification shall be submitted to the NLRC confirming that the wages, allowances, and other emoluments due to the janitors for the preceding month have been duly paid.

A portion of the aforementioned compensation, equivalent to the salary or compensation due to the janitor/s, will be allocated or earmarked and reserved for their remuneration. This amount will be received by the SERVICE AGENCY from the NLRC in trust solely for the janitor/s.

The 13th month pay shall be paid semi-monthly by the SERVICE AGENCY to its janitors concurrently with their regular wage payments.

14. Before the initial payment is made to the SERVICE AGENCY, the SERVICE AGENCY must submit to the Director of the Management and Administrative Department a list of individuals designated for the job, specifying the definite assignment for each person. This list should be accompanied by copies of their most recent pictures for NLRC's reference. Any changes in personnel assignments must be duly communicated to the NLRC. The initial payment and subsequent payments for the services provided by the SERVICE AGENCY under the Contract will be detailed in a Bill of Collection, which should be supported by the following documents:
 - a. Proof of service delivery, including the daily time cards of its personnel attached as evidence;
 - b. Sworn certification confirming that the SERVICE AGENCY has no outstanding salaries or wages for its personnel's services and that it has complied with existing laws, wage orders, Executive Orders, other presidential issuances, related regulations and pertinent city ordinances;
 - c. Payroll information from the last payday in the case of subsequent payments under the Contract, including proof of payment for the 13th month pay;
15. Should there be any law passed increasing the minimum wage or requiring additional compensation in any form, the agreed consideration shall be automatically adjusted.
16. The NLRC shall have the right to automatically terminate the contract in case any of its stipulations and covenants are violated by SERVICE AGENCY upon notice to the latter. The NLRC shall be entitled to damages as may be granted and/or awarded to it in the courts of law, and shall have the right to unilaterally renegotiate and/or award the unfinished services to another AGENCY in accordance with the Revised Implementing Rules and

Regulations of Republic Act No. 9184 and related Government Procurement Policy Board (GPPB) Issuances.

17. The SERVICE AGENCY shall post a performance security, either 10% in cash, cashier's/manager's check, bank draft/irrevocable letter of credit issued by a Universal or Commercial Bank, or 50% if surety bond of the total contract price. This security guarantees the payment of wages, salaries or compensation of its janitors and ensures faithful compliance with the terms, conditions and provisions of the Contract. The Performance Bond set by the SERVICE AGENCY will remain in effect until the expiration of the Contract and will be held accountable for any losses or damages incurred by the NLRC, its officials or employees.
18. There shall be no employee-employer relationship between the NLRC and the SERVICE AGENCY or the individuals the SERVICE AGENCY assigns to perform the services specified in the contract. The SERVICE AGENCY acknowledges that it has not been given the authority to hire any person on behalf of the NLRC. The individuals assigned by the SERVICE AGENCY for the services under this TOR are not NLRC employees and have no connection or relation to the NLRC. These individuals will remain employees of the SERVICE AGENCY. As such, the SERVICE AGENCY guarantees that it will fully comply with all laws, rules and regulations related to labor employment, including the Labor Code, as amended, and the Social Security Act. The SERVICE AGENCY holds the NLRC free from any liability arising from accidents that may befall the SERVICE AGENCY's employees while performing their duties at the NLRC's premises.
19. The monthly salary to be paid directly to each janitor, as per the SERVICE AGENCY's cost breakdown, should be executed without deductions or qualifications, except for absences, undertime and the SSS Premium, PhilHealth, Pag-IBIG, EC contribution and state insurance share of the janitor. Salaries will be paid through Automated Teller Machines (ATM), preferably through Land Bank of the Philippines. The SERVICE AGENCY has a maximum period of one (1) month from the contract's start date to secure ATM accounts for regular janitors.
20. The SERVICE AGENCY must demonstrate financial capability, ensuring it has sufficient/liquid assets to cover its current liabilities, particularly the payment of salaries and benefits for at least two (2) months of its deployed janitors at NLRC. The administrative cost and profit margin of the SERVICE AGENCY should not be less than ten percent (10%) and must be able to provide the salaries and benefits to janitors when they fall due.
21. In case of tie among bidders, where two or more bidders are determined and declared as the Lowest Calculated and Responsive Bidder, the NLRC shall use the non-discretionary/non-discriminatory tie-breaking method, which is the draw lots method.

22. The bid price submitted shall be rounded off to two decimal places. The verification/evaluation of bids will be conducted through manual computation.

V. PROVISIONS FOR EQUIPMENT, SUPPLIES AND MATERIALS:

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

VI. ELIGIBILITY OF THE SERVICE PROVIDER

1. Duly licensed Filipino citizens/sole proprietorships.
2. Duly registered with the Regional Office of the Department of Labor and Employment where it principally operates.
3. Partnership duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines.
4. Corporations duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizen of the Philippines.
5. Cooperatives duly organized under the laws of the Philippines, and of which at least sixty percent (60%) belongs to the citizens of the Philippines.
6. Persons/entities forming themselves into a joint venture i.e. group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the joint venture concerned shall be at least sixty percent (60%). For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their Joint Venture Agreement (JVA).

VII. ELIGIBILITY DOCUMENTS REQUIRED

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

should not be earlier than two (2) years from the date of bid submission or within the period as required by law.

4. Duly signed list of all its ongoing and completed government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid, for the current and last three (3) years indicating the client's name and contact details and their performance ratings.
5. Tax Clearance Certificate.

VIII. OTHER REQUIREMENTS

1. Three (3) years of experience in janitorial services presented in written and duly notarized documents showing therein the following but shall not be limited to:
 - a. Record of previous engagement and quality of performance
 - a.1 Name of Client
 - a.2 Duration of the contract
 - a.3 Amount of the contract
 - a.4 No. of janitors and supervisors deployed per client
 2. Organization set up of the firm
 3. Resources
 - 3.1 Quantity and kind of equipment and supplies available
 - 3.2 Total Number of janitors and supervisors
 4. Housekeeping plan
 5. Recruitment and Selection Process. The SERVICE AGENCY shall submit brief profile of the janitors to be deployed to NLRC upon receipt of the Notice to Proceed.
 6. Uniform including design and other paraphernalia.

IX. APPROVED BUDGET FOR THE CONTRACT

FOUR MILLION EIGHT HUNDRED THIRTY EIGHT THOUSAND SIX HUNDRED PESOS (P4,838,600.00) ONLY.

For purposes of the computation of budgetary requirements, please refer to **ANNEX 3.**

ANNEX 1

JANITORIAL DETAILS FOR THE NLRC CENTRAL OFFICE, NCR-ARBITRATION BRANCH AND RAB-IV

| Location | Area of Assignment | No. of Janitors | Schedule |
|---|--|-----------------|-----------|
| | | | Mon-Fri |
| NLRC Central Office and NCR-AB at Benlor Bldg. | Area Supervisor - NLRC Central Office and NCR (roving and assists at the 7th floor, Benlor Bldg.) Will also assists the assigned janitor in the cleaning of 2nd floor NLRC offices | 1 | 7am – 4pm |
| Ground Floor | Benlor Main Bldg.: SEnA Unit, Receiving and Docket Unit, NCR Cashier/Treasury Unit, Complaint Unit, PAO, Drop-off driveway and front lobby of the NCR Cashier Unit and all comfort rooms used by NLRC. | 1 | 7am – 4pm |
| | Benlor Annex Bldg.: 4 Offices of Labor Arbiters (Branch No. 1-4); lobby including comfort rooms, entrance lobby, parking area used exclusively by NLRC (3rd and 4th level) and all comfort rooms at the area. | | |
| 1st floor | NLRC Central Receiving and Mailing Unit Central Office Records and Docket Unit Public Assistance Center Budget UNit Main Entrance, NLRC Registration Area at Main Lobby of Benlor Bldg. and comfort rooms for NLRC and the NCR Administrative Office. Also will assits the janitor in the cleaning of the NLRC offices in the 2nd flr of Benlor Bldg. | 1 | 7am – 4pm |
| 2nd Floor | Benlor Main Bldg.: Offices of Labor Arbiters (Branch Nos. 5 to 10), Lobby and facilities, waiting area and all comfort rooms at the area. Annex Bldg.: Offices of Labor Arbiters (Branch Nos. 11 to 19), hallways, lobby and all comfort rooms at the area. | 1 | 7am – 4pm |
| 3rd Floor | Annex Bldg.: Offices of Labor Arbiters (Branch Nos. 20 to 28), hallways, lobby and all comfort | 1 | 7am – 4pm |

| | | | |
|------------|---|---|-----------|
| | rooms at the area. Will assists janitor in cleaning the NLRC Offices at 2nd flr. | | |
| 4th Floor | Main Bldg.: Offices of Labor Arbiters (Branch Nos. 29 to 37), hallways, lobby and all comfort rooms at the area. | 1 | 7am – 4pm |
| | Annex Bldg.: Offices of Labor Arbiters (Branch Nos. 38 to 46), hallways, lobby and all comfort rooms at the area. | 1 | |
| 5th Floor | Annex Bldg.: Offices of Labor Arbiters (Branch Nos. 47 to 55), hallways, lobby and all comfort rooms at the area. | 1 | 7am – 4pm |
| 6th Floor | Annex Bldg.: Offices of Labor Arbiters (Branch Nos. 56 to 61), hallways, lobby and all comfort rooms at the area. | 1 | |
| 7th Floor | Main Bldg.: Offices of Presiding/Commissioners, 2nd Division, 4th Division, hallways, lobby and all comfort rooms at the area. | 1 | 7am – 4pm |
| | Annex Bldg.: Office of the Chairman, Executive Clerk of Court III, Data Center, Commission On Audit, Conference Room, hallways, lobby and all comfort rooms at the area. | 1 | 7am – 4pm |
| 8th Floor | Fifth Division, 6 Offices of Pres/Commissioners, Sixth Division, Commission Attorney's Room. Also will assists other janitors in cleaning the NLRC Offices. | 1 | 7am – 4pm |
| 9th Floor | First Division, 5 Offices of Pres/Commissioners; Third Division, Commission Attorney's Room, Office of the resident Commission On Audit, Office of the Director, Legal and Research Department. Also, will assists other janitors in cleaning NLRC Offices. | 1 | 7am – 4pm |
| 10th Floor | Library, Management and Fiscal Division, Legal Division, Research, Info and Publication Division, Administrative Division, Cash/Treasury Unit, Office of the Director, Management and Administrative Department. | 1 | 7am – 4pm |

| | | | |
|---|---|-----------|-----------|
| NLRC -RAB IV, Calamba Laguna | 2 floors: RAB-IV Admin, Cash, Accounting, Records and Receiving, Mailing Units, Office of ELA, Offices of Labor Arbiters | 2 | 7am – 4pm |
| | TOTAL JANITORS | 16 | |

ANNEX 2

JANITORIAL EQUIPMENT, SUPPLIES AND MATERIALS

| | | | | ANNEX 2 |
|---|-----------------|--------------|-------------------|---------------------|
| Janitorial Equipment, Supplies and Materials | | | | |
| Particulars | Quantity | Unit | Unit Price | Total Amount |
| A. Equipment | | | | |
| Electric Floor Polisher | | pcs | 19,800.00 | - |
| Wet and Dry Vacuum | 5 | pcs | 3,850.00 | 19,250.00 |
| Mophead Squeezer | 12 | pcs | 1,320.00 | 15,840.00 |
| Garbage Receptacle | 0 | 0 | - | - |
| Extension Cord | 6 | pcs | 220.00 | 1,320.00 |
| Aluminum Ladder | 0 | | | - |
| Caution/Safety Guard Signs | 6 | pcs | 330.00 | 1,980.00 |
| Sub-total | | | | 38,390.00 |
| B. Minimum Supplies/Materials at the start of the Contract or per Annum | | | | |
| Broom (Tambo) | 17 | pcs | 210.00 | 3,570.00 |
| Microfiber cloth/rags | 3 | doz | 367.50 | 1,102.50 |
| Trash Bag (2xLarge) | 0 | 0 | - | - |
| Bowl Brush | 17 | pcs | 132.00 | 2,244.00 |
| Hand Brush | 17 | pcs | 85.00 | 1,445.00 |
| Push Brush | 0 | pcs | - | - |
| Dust Pan | 17 | pcs | 120.00 | 2,040.00 |
| Mop Handle | 17 | pcs | 150.00 | 2,550.00 |
| Mop Head | 0 | pcs | - | - |
| Spatula | 17 | pcs | 130.00 | 2,210.00 |
| Bowl Pump | 17 | pcs | 120.00 | 2,040.00 |
| Polisher Brush | 10 | pcs | 660.00 | 6,600.00 |
| Scent Diffuser for Hallways | 15 | units | 1,050.00 | 15,750.00 |
| Sub-Total /year | | | | 39,551.50 |
| C. Monthly Supplies/Materials, before the first working day of the month | | | | |
| Trash Bag (2xLarge) | 5 | packs by 100 | 180 | 900.00 |
| Toilet Bowl Cleaner | 7 | gals | 448.5 | 3,139.50 |
| Disinfectant Solution | 12 | gals | 495 | 5,940.00 |
| Powder Detergent Soap | 25 | kgs | 159.5 | 3,987.50 |
| Declogging Liquid/agent | 3 | gals | 330 | 990.00 |
| Cleanser | 0 | cans | 0 | - |
| Floor wax | 3 | cans | 341 | 1,023.00 |

| | | | | |
|--|----|-------|--------|-------------------|
| Air Fresher in can | 12 | cans | 203.5 | 2,442.00 |
| Scent/fragrance oil for diffuser | 2 | gals | 522.5 | 1,045.00 |
| Furniture cleaner/polisher | 12 | cans | 165 | 1,980.00 |
| Mop Head | 12 | pcs | 136.4 | 1,636.80 |
| Deodorizer | 5 | doz | 132 | 660.00 |
| Glass cleaner | 3 | gals | 154 | 462.00 |
| Muriatic Acid | 3 | gals | 341 | 1,023.00 |
| Scotch Brite | 24 | pcs | 27.5 | 660.00 |
| Total per Month | | | | 25,888.80 |
| Total per Year (x12) | | | | 310,665.60 |
| | | | | |
| D. Quarterly, before the start of every quarter | | | | |
| Broom (Stick) | 8 | pcs | 50 | 400.00 |
| Broom (Tambo) | 15 | pcs | 210 | 3,150.00 |
| Scrubbing Pad | 10 | pcs | 110 | 1,100.00 |
| microfiber cloth rags | 3 | doz | 367.5 | 1,102.50 |
| Polishing Pad | 10 | pcs | 105 | 1,050.00 |
| Total Cost per Quarter | | | | 6,802.50 |
| Total per year (x4) | | | | 27,210.00 |
| | | | | |
| E. At the beginning of every six (6) months | | | | |
| Mop Handle | 17 | pcs | 131.25 | 2,231.25 |
| Push Brush | 17 | pcs | 36.75 | 624.75 |
| Hand Brush | 17 | pcs | 36.75 | 624.75 |
| Bowl Brush | 17 | pcs | 36.75 | 624.75 |
| Bowl Pump | 15 | pcs | 68.25 | 1,023.75 |
| Dust Pan | 15 | pcs | 100 | 1,500.00 |
| Spatula | 0 | 0 | 0 | - |
| Polisher Brush | 5 | pcs | 630 | 3,150.00 |
| Hand/Laundry Gloves | 17 | pairs | 100 | 1,700.00 |
| Total cost per Semester | | | | 11,479.25 |
| Total per Year (x2) | | | | 22,958.50 |
| | | | | |
| Grand Total Equipment, Supplies and Materials | | | | 438,775.60 |
| | | | | |
| No. of Janitors | | | | 18 |
| | | | | |
| Cost per Janitor/year | | | | 24,376.42 |
| | | | | |
| Cost per Janitor/month | | | | 2,031.37 |
| | | | | |

NOTE: All delivered supplies and materials shall remain at the custody of the Administrative Division, Management and Administrative Department - NLRC and shall be withdrawn as needed by the on-site supervisor of the Janitorial Service Contractor.

| | | | | |
|--|--|--|--|--|
| | | | | |
| All cost must be based on the existing current market price. | | | | |

ANNEX 3

COMPUTATION OF THE MONTHLY SALARY OF JANITORS

| | | | ANNEX 3 | |
|---|--|--|-------------------------------------|-------------------------------------|
| COMPUTATION OF THE MONTHLY SALARY OF JANITORS | | | | |
| A. | AMOUNT DUE TO JANITOR | | Central Office and NCR (In Peso) | RAB-IV, Calamba Laguna (In Peso) |
| | MINIMUM WAGE RATE (MWR) | | | |
| | Central Office and NCR Minimum Wage Rate = P610.00 per Wage Order No. NCR-24, s. of 2023 | | | |
| | RAB-IV, Calamba Laguna MWR = P520 per Wage Order No. RIVA-20 , effective 24 September 2023 | | | |
| | Basic Daily Wage Rate (MWR x 261/12) | | 13,267.50 | 11,310.00 |
| | 13th month pay (MWR x 261/12/12) | | 1,105.63 | 942.50 |
| | 5days incentive leave pay (MWR x 5/12) | | 254.17 | 216.67 |
| | TOTAL LABOR COST | | 14,627.30 | 12,469.17 |
| | | | | |
| B. | AMOUNT DUE TO GOVERNMENT | | | |
| | SSS (Employer Share) | | 1,282.50 | 1,092.50 |
| | PhilHealth - 2% of Monthly Basic Salary (Employer Share) | | 265.35 | 226.20 |
| | EC (Employer Share) | | 10.00 | 10.00 |
| | Pag-IBIG Premium (Employer Share) | | 100.00 | 100.00 |
| | TOTAL AMOUNT TO GOVERNMENT IN FAVOR OF JANITOR | | 1,657.85 | 1,428.70 |
| | | | | |
| | TOTAL AMOUNT TO GOVERNMENT AND JANITOR | | 16,285.15 | 13,897.87 |
| | | | | |
| C | Administrative Margin and overhead | | | |
| | | | | |
| D. | Supplies and Materials | | 2,506.53 | 2,506.53 |
| | TOTAL | | | |
| | | | | |
| E. | EVAT (12%) | | | |
| | | | | |
| F. | RATE PER JANITOR/MONTH | | | |
| | TOTAL NO. OF JANITORS | | 14 | 2 |

| | | | | |
|----|-------------------------------|--|----|----|
| | | | | |
| G. | AMOUNT FOR 16 JANITORS | | | |
| | NUMBER OF MONTHS | | 12 | 12 |
| | | | | |
| H. | TOTAL ANNUAL COST | | | |
| | TOTAL BID OFFER | | | |

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

PROCUREMENT OF JANITORIAL SERVICES FY 2025

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

CLASS "A" DOCUMENTS

Legal Documents

| | |
|--|--|
| | (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); <u>or</u> 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, <u>and</u> |
| | (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; <u>and</u> |
| | (c) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR). |

Technical Documents

| | |
|--|--|
| | (d) 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; <u>and</u> |
| | (f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; <u>and</u> |
| | (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; <u>or</u> Original copy of Notarized Bid Securing Declaration; <u>and</u> |
| | (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after- |

| | |
|-----|---|
| | sales/parts, if applicable; and |
| (i) | Original duly signed Omnibus Sworn Statement (OSS); and <i>if applicable</i> , Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder. |

Financial Documents

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

CLASS “B” DOCUMENTS

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

II. FINANCIAL COMPONENT ENVELOPE

| | |
|-----|--|
| (m) | Original of duly signed and accomplished Financial Bid Form; and |
| (n) | Original of duly signed and accomplished Price Schedule(s). |

III. OTHER DOCUMENTARY REQUIREMENTS UNDER RA NO. 9184 (AS APPLICABLE)

| | |
|-----|---|
| (o) | <i>[For foreign bidders claiming by reason of their country’s extension of reciprocal rights to Filipinos]</i> 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. |
| (p) | Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity. |

| | |
|-------------|--|
| Checked by: | |
| Date: | |
| | |

Section IX. Bidding Forms

Bid Form

Date: _____

Project Identification No.: _____

To: **BIDS AND AWARDS COMMITTEE**
NATIONAL LABOR RELATIONS COMMISSION
Ben-Lor IT Center, 1184 Quezon Ave., Paligsahan,
1102 Quezon City

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

If our Bid is accepted, we undertake:

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

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

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

| Name and address of agent | Amount and Currency | Purpose of Commission or Gratuity |
|---------------------------|---------------------|-----------------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

[If none, state "None"]

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

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

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

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

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

Name: _____

Legal Capacity: _____

Signature: _____

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

Date: _____

Contract Agreement Form for the *[insert name of project]*

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receipt of the Notice of Award]

CONTRACT AGREEMENT

THIS AGREEMENT made on the ____ day of _____ 2024 between NATIONAL LABOR RELATIONS COMMISSION of the Philippines (hereinafter called “the Entity”) of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called “the Supplier”) of the other part;

WHEREAS the Entity invited Bids for certain goods and ancillary services, particularly Procurement of *[insert name of project]* and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures in specified currency]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, *viz.*:
 - a. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - b. Winning bidder’s bid, including the Eligibility requirements, technical and Financial Proposals, and all other documents or statements submitted;
 - c. 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;
 - d. Performance Security;
 - e. Notice of Award of Contract; and the Bidder’s conforme thereto; and
 - f. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such**

as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Name of the Bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *NATIONAL LABOR RELATIONS COMMISSION* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

[Insert Name and Signature]
[Insert Signatory's Legal Capacity]
for:
National Labor Relations Commission

[Insert Name and Signature]
[Insert Signatory's Legal Capacity]
for:
[Insert Name of Bidder]

Acknowledgment

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

Omnibus Sworn Statement

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

AFFIDAVIT

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

1. [Select one, delete the other:]

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

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

2. [Select one, delete the other:]

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

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

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

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

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

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

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

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

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

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

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

a. Carefully examine all of the Bidding Documents;

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

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

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

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

10. **In case advance payment was made or given , failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government**

of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 2024 at _____, Philippines.

*[Insert NAME OF BIDDER OR ITS
AUTHORIZED REPRESENTATIVE]
[Insert Signatory's Legal Capacity]
Affiant*

Jurat

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

Bid Securing Declaration Form

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

BID-SECURING DECLARATION
Invitation to Bid: *[Insert Reference number]*

To: BIDS AND AWARDS COMMITTEE
NATIONAL LABOR RELATIONS COMMISSION
Ben-Lor IT Center, 1184 Quezon Ave., Paligsahan,
1102 Quezon City

I/We¹, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
 - (c) I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

¹ Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

*[Insert NAME OF BIDDER'S AUTHORIZED
REPRESENTATIVE]
[Insert Signatory's Legal Capacity]
Affiant*

Jurat

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

