

**PHILIPPINE BIDDING DOCUMENTS**

**Procurement of  
Janitorial Services  
FY 2023  
(PB 05-2023)**

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 IB 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.



Republic of the Philippines  
Department of Labor and Employment  
**NATIONAL LABOR RELATIONS COMMISSION**  
Quezon City



## **INVITATION TO BID FOR** ***Procurement of Janitorial Services FY 2023***

1. The *National Labor Relations Commission*, through the *National Expenditure Program FY2023* intends to apply the sum of ***Four Million Four Hundred Sixty-Eight Thousand Pesos [Php4,468,000.00]*** being the ABC to payments under the contract for *Procurement of Janitorial Services FY 2023 [PB 05-2023]* under ***1 (one) lot***. 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 2023***. Bidders should have completed, within ***3 (three) 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 4pm, Mondays to Fridays, except holidays***.
5. A complete set of Bidding Documents may be acquired by interested Bidders on ***November 11, 2022*** 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 *November 23, 2022 at 11:00 a.m.* at the *NLRC Conference Room, Second Floor, Ben-Lor IT Center, 1184 Quezon Ave., Paligsahan, Quezon City* and simultaneously through *Zoom platform* which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through the following *manual submission at the office address indicated below on or before December 5, 2022 at 8:00 am.* 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 *December 5, 2022 at 11:00 a.m.* at the *2<sup>nd</sup> Floor, NLRC Conference Room Ben-lor I.T. Center 1184, Brgy. Paligsahan, Quezon Avenue, Quezon City.* 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 any accept the following:*
  - a. *Original or certified true copies duly certified by the issuing agency; or*
  - b. *Photocopies subject to verification with the original during the 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:  
  
**Misses JENNIFER D. CANOY / ALNA E. SAMONTAÑEZ**  
*BAC Secretariat thru the Administrative Division*  
**Ground Floor, Ben-Lor IT Center, 1184 Quezon Ave., Paligsahan, 1102 Quezon City**  
***nrcbacsec@gmail.com***  
***(02)8740-7733 / (02)8781-771***  
***ww.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.***

For online bid submission: **[nrcbacsec@gmail.com](mailto:nrcbacsec@gmail.com)**

***November 11, 2022***

**SGD.**

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**JULIA CECILY COCHING SOSITO**

Pres. Commissioner / 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.

## 1. Scope of Bid

The Procuring Entity, *National Labor Relations Commission*, wishes to receive Bids for the *Procurement of Janitorial Services FY 2023* with identification number *PB 05-2023*

The Procurement Project (referred to herein as “Project”) is composed of **1 (one) 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 2023* in the amount of *Four Million Four Hundred Sixty-Eight Thousand Pesos [Php4,468,00.00]*.

2.1. The source of funding is:

a. NGA, the *National Expenditure Program*.

## 3. Bidding Requirements

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

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **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.

- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- a. For 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 or monopoly 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.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## **6. Origin of Goods**

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

## **7. Subcontracts**

7.1. The Procuring Entity has prescribed that subcontracting is not allowed.

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

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

## **9. Clarification and Amendment of Bidding Documents**

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

## **10. Documents comprising the Bid: Eligibility and Technical Components**

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **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.

## **12. Bid Prices**

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and

- iv. The price of other (incidental) services, if any, listed in the **BDS**.
- b. For Goods offered from abroad:
  - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
  - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

### **13. Bid and Payment Currencies**

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

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

### **14. Bid Security**

14.1. The Bidder shall submit a **Bid Securing Declaration**<sup>1</sup> 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 **April 3, 2023**. 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,

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<sup>1</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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 Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the 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 having several items, which shall be awarded as separate contracts per item.

- 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**

- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, 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 |   |
|------------|---|
| 5.3        | For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> <li>a. Contract providing janitorial services.</li> <li>b. Ongoing or completed for the last <b>three (3) years</b> prior to the deadline for the submission and receipt of bids.</li> </ul>  |
| 7.1        | <b><i>Subcontracting shall not be allowed.</i></b>  |
| 12         | <b><i>The price of the Goods/Services shall be based on the current market prices and minimum wage orders and other relevant laws.</i></b>  |
| 14.1       | <i>The bid security for Lot 1 shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</i> <ul style="list-style-type: none"> <li>a. <i>The amount of not less than <b>Php89,360.00</b> if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</i></li> <li>b. <i>The amount of not less than <b>Php223,400.00</b> if bid security is in Surety Bond.</i></li> </ul>   |
| 15         | The bidder shall be required to submit <b>seven (7) hard copies</b> of the first and second component of its Bid.   |
| 19.3       | <i>The Project shall be awarded in <b>1 (one) lot</b>.</i>  |
| 20.1       | <b><i>The Bidder shall be required to submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS), Notarized Affidavit of Pending/No Pending Case and other appropriate licenses and permits required by law and stated in the BDS.</i></b><br><br><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> |
| 20.2       | <b><i>No additional requirement.</i></b>  |
| 21.2       | <b><i>No additional requirement.</i></b>  |

## ***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.

## 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 the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

## 4. **Inspection and Tests**

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section 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.

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          | <i>No additional requirements for the completion of the Contract.</i>  |
| 2.2        | <p><i>Payments shall be made on a monthly basis upon submission of the Billing Statement and the issuance of Certificate of Inspection by the NLRC Technical Inspection Committee.</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 services performed.</i></p> |
| 4          | <p>The inspections and tests that will be conducted are:</p> <ol style="list-style-type: none"> <li>1. <i>Examination of documents to verify the validity of the submitted Technical Documents; and</i></li> <li>2. <i>Others that may be necessary to the TWG in their preparation of the Post Qualification Report.</i></li> </ol>   |

## ***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.

| <b>Item</b> | <b>Specification</b>                                      | <b>Statement of Compliance</b> |
|-------------|---|--------------------------------|
| <b>1</b>    | <b>PROCUREMENT OF<br/>JANITORIAL SERVICES FY<br/>2023</b> |                                |

**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 |
|------|---|-------------------------|
| 1    | <b>PROCUREMENT OF<br/>JANITORIAL SERVICES FY<br/>2023</b> |                         |

## **TERMS OF REFERENCE: JANITORIAL SERVICES FOR A PERIOD OF ONE (1) YEAR IN THE NATIONAL LABOR RELATIONS COMMISSION**

### **I. PURPOSE:**

The National Labor Relations Commission desires to engage the services of a service agency to provide for the maintenance, sanitation, cleaning and other janitorial works for its Central Office at Benlor Building, 1184 Quezon Avenue, Quezon City, National Capital Region Arbitration Branch at Bookman Building, Quezon Avenue, Quezon City, storage facility, holding area and video-conference center at PPSTA Bldg., Banawe Street, Bgy. Sto. Domingo, Quezon City and Regional Arbitration Branch IV at Hectan Penthouse, Calamba, Laguna.

### **II. MINIMUM QUALIFICATION REQUIRED:**

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

### **III. SCOPE OF WORK:**

#### DAILY ROUTINE OPERATIONS

- a. Sweeping, mopping, spot scrubbing and polishing of all floors of the above-mentioned premises. Areas where heavy traffic occurs, including the main lobby, entrance ways, waiting areas, and comfort rooms shall be serviced continuously during hours of public use to guarantee cleanliness.
- b. Cleaning and sanitizing of toilets and restrooms, including the washbasins, urinals and toilet bowls, using an effective disinfecting chemicals.
- c. Fogging of toilets and hallways with deodorants.
- d. Dusting and cleaning of horizontal and vertical surfaces including furniture.
- e. Dusting, polishing and cleaning of all glass tops, glass doors, glass partitions, inside windows ledges, air vents, partitions and bass attachments which require daily attention.

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

#### WEEKLY PERIODIC OPERATIONS

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

#### MONTHLY PERIODIC OPERATIONS

- a. General cleaning of all exterior glasses and ledges.
- b. General cleaning of all areas covered by this contract.
- c. Cleaning of diffusers, light, venetian blinds and other fixtures as may be indicated by the NLRC.

- d. Cleaning, dusting, sweeping and mopping all floors at the storage rooms, PPSTA Bldg., Banawe Street, Quezon City

#### MISCELLANEOUS SERVICES

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

#### **IV. GENERAL CONDITIONS**

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

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

2. For the performance of the foregoing maintenance and sanitation job, the SERVICE AGENCY shall furnish the services of healthy, reliable, honest, professionally trained and carefully selected personnel who have the necessary and adequate Medical (including drugs test), NBI and Police Clearances composed of **seventeen (17) janitors** to work eight (8) hours a day, five (5) days a week, from Mondays to Fridays except Saturdays, Sundays and holidays to be deployed as specified in **ANNEX 1**.

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

3. The performance of the SERVICE AGENCY shall be rated based on a prescribed set of performance criteria on a monthly basis. The NLRC may also conduct an overall annual assessment or evaluation of the performance of the SERVICE AGENCY. Based on the assessment, the NLRC may pre-terminate the contract for the failure of the SERVICE AGENCY to perform its obligations and to conform on the standards of the NLRC. The NLRC may, however, renew the contract on a monthly basis up to a maximum duration of one (1) year, subject to performance evaluation and compliance with the Revised Implementing Rules and Regulations (RIRR) of Republic Act No. 9184.
4. The SERVICE AGENCY's personnel shall be provided with adequate uniforms and appropriate Identification Cards at the expense of SERVICE AGENCY, which shall be worn by the janitors at all times for proper identification.
5. The SERVICE AGENCY shall provide relievers and/or replacement at all times in case of absence of its personnel. Overtime work rendered by janitors and supervisors during special occasion such as conferences, meetings, anniversaries and other special events shall be subject to prior authorization by the concerned Head of Office and availability of funds.
6. The Supervisor of the janitors shall receive instructions regularly from the NLRC's representative (Management and Administrative Department Director), i.e. rotation of janitor's areas for further improvement to effectively and efficiently provide the sanitation, maintenance and janitorial services for the NLRC. The Supervisor may likewise be replaced or subjected to rotation upon recommendation of the NLRC's representative and upon approval of the Chairman.
7. The Supervisor shall submit to the Director, Management and Administrative Department, a list of persons to perform the job indicating their definite assignment. Said official shall be duly informed of any change of assignment of personnel.
8. Each of the SERVICE AGENCY's personnel shall personally punch-in and out his/her daily time card and enter his/her true and correct time entries on logbook of the daily attendance of such personnel which shall be kept and maintained by the security officer assigned to the NLRC. The absences and undertime to be incurred by any of them shall be deducted from the monthly payment of services rendered pursuant to the provisions of this TOR directly in proportion to the agreed contract rate.
9. The personnel of the SERVICE AGENCY will be subjected to on-the-spot search by the NLRC's duly hired guards or security men on duty every time said service personnel enter and leave the premises.
10. The SERVICE AGENCY shall be liable for all losses and/or damages to NLRC's properties caused by or arising out of the performance of janitorial services through negligence, dishonesty, inefficiency and/or such other faults of its employees including those which shall be suffered by the NLRC offices and agencies and/or tenants and employees thereof housed within the 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 inimical to the NLRC during fortuitous events. Accordingly, the NLRC shall not be responsible for any and all claims for personal injury or damage, including death, caused either to any of the janitors or any third person where such injury or death arises out of or in the course of, the lawful performance of janitorial functions of said janitors. It must be stressed however, that it is the responsibility of the SERVICE AGENCY to closely supervise, coordinate, control and monitor the discharge of the duties by the janitors in accordance with the terms of this TOR.

11. The SERVICE AGENCY shall not be liable for loss and/or damage relating to the provisions on this contract which are not reported verbally or in writing within seven (7) working days from the time the same reached the NLRC's knowledge.
12. The NLRC shall not be liable for personal obligations or indebtedness of the janitors assigned to its premises.
13. The SERVICE AGENCY shall comply with all existing labor laws, including minimum wage, 13<sup>th</sup> 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 from its employees which do not have any legal basis. Any fee collected which was not explicitly included in the original contract shall be reported to and shall have prior approval with the 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 have been receiving their wages and other social legislations. Failure on the part of SERVICE AGENCY to submit the required sworn certification and monthly payroll shall authorized the NLRC to make direct payment of wages and other emoluments to the concerned employees for services actually rendered.

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

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

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

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

14. At any time before the initial payment shall be made to the SERVICE AGENCY, the SERVICE AGENCY shall submit to the Director, Management and Administrative Department a list of persons to perform the job indicating definite assignment for each together with copy of their latest pictures for the reference of the NLRC. Said official shall be duly informed of any change of assignment of personnel. It is understood that the initial payment as well as subsequent payments to be made for the services of the SERVICE AGENCY under the Contract shall be contained in Bill of Collection accompanied by the following documents:
  - a. Evidence of actual rendition of service attaching thereto the daily time cards of its personnel;
  - b. Sworn Certification that it has no unpaid salaries or wages for services rendered by its personnel and that it has complied with the provisions of existing laws, wage orders, Executive Orders, other presidential issuances and the regulations promulgated thereunder as well as pertinent city ordinances; and
  - c. Payroll of the last payday in case of subsequent payments under the Contract to include proof of payment of 13<sup>th</sup> 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 in an amount equivalent to 10% if cash, cashier's/manager's check, bank draft/irrevocable letter of credit issued by a Universal or Commercial Bank, or 50% if surety bond of the total contract price to guarantee the payment of wages, salaries or compensation of its janitors and also for the faithful compliance with the terms, conditions and provisions of the Contract. It is also understood that the Performance Bond set by the SERVICE AGENCY shall subsist until the expiration of the Contract and shall be answerable for whatever losses and/or damages that the NLRC or any of its officials and employees may incur or suffer.
18. There shall be no employee-employer relationship between the NLRC and the SERVICE AGENCY as well as with the persons whom the SERVICE AGENCY may assign to perform the services subject of the contract. The SERVICE AGENCY hereby acknowledges that no authority has been conferred upon it by the NLRC to hire any person on behalf of the NLRC and that the persons assigned by the

SERVICE AGENCY to perform the services called for under this TOR are not employees of the NLRC and are not in any way or manner connected with or related to the NLRC. It is expressly understood and agreed that the persons to be assigned to NLRC shall remain the employees of the SERVICE AGENCY. As such, the SERVICE AGENCY warrants that it shall fully and faithfully comply with all laws, rules and regulations, existing or which may hereinafter be enacted, pertaining to employment of labor including but not limited to the requirement of the Labor Code, as amended, and the Social Security Act. The SERVICE AGENCY hereby warrants and holds the NLRC free from any liability arising out of any accident that may befall the SERVICE AGENCY's employees while performing their duties at the NLRC's premises.

19. The monthly salary which is to be paid directly to each janitor per the SERVICE AGENCY's cost breakdown be strictly carried out without deduction or qualifications, except for absences, undertime and the SSS Premium, PhilHealth, Pag-IBIG, EC contribution and state insurance share of the janitor and shall be paid through Automated Teller Machines (ATM), preferably through Land Bank of the Philippines. The SERVICE AGENCY shall be given a maximum period of one (1) month from the start of contract period to secure ATM accounts for regular janitors.
20. The SERVICE AGENCY should be financially capable such that it has sufficient/liquid assets to shoulder its current liabilities particularly the payment of salaries and benefits for at least two (2) months of their deployed janitors to NLRC. The administrative cost and profit margin of the **SERVICE AGENCY** should not be less than the amount provided by DOLE Department Order or issuances and must be able to provide the salaries and benefits of the janitors when these fall due.
21. In case of tie among bidders, i.e. two or more of the bidders are determined and declared as the Lowest Calculated and Responsive Bidder, the NLRC shall adopt the non-discretionary/non-discriminatory tie breaking method which is the draw lots method.
22. The bid price to be submitted shall be rounded off to two decimal places. (Verification/evaluation of bids will be thru manual computation)

#### **V. PROVISIONS FOR EQUIPMENT, SUPPLIES AND MATERIALS:**

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

#### **VI. ELIGIBILITY OF THE SERVICE PROVIDER**

1. Duly licensed Filipino citizens/sole proprietorships.
2. Duly registered with the Regional Office of the Department of Labor and Employment where it principally operates.
3. Partnership duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines.

4. Corporations duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the outstanding capital stock belongs to 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 FOUR HUNDRED SIXTY EIGHT THOUSAND PESOS  
(P4,468,000.00) ONLY.**

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



|   |          |              | ANNEX 2    |              |
|---|----------|--------------|------------|--------------|
| Janitorial Equipment, Supplies and Materials                                    |          |              |            |              |
| Particulars   | Quantity | Unit         | Unit Price | Total Amount |
| <b>A. Equipment</b>   |          |              |            |              |
| Electric Floor Polisher   | 5        | pcs          |            |              |
| Wet and Dry Vacuum  | 5        | pcs          |            |              |
| Mophead Squeezer  | 12       | pcs          |            |              |
| Garbage Receptacle  | 4        | pcs          |            |              |
| Extension Cord  | 6        | pcs          |            |              |
| Aluminum Ladder   | 3        | pcs          |            |              |
| Caution/Safety Guard Signs  | 6        | pcs          |            |              |
| <b>Sub-total</b>  |          |              |            |              |
| <b>B. Minimum Supplies/Materials at the start of the Contract or per Annum</b>  |          |              |            |              |
| Broom (Tambo)   | 17       | pcs          |            |              |
| Microfiber cloth/rags   | 3        | doz          |            |              |
| Trash Bag (Big)   | 5        | packs by 100 |            |              |
| Bowl Brush  | 17       | pcs          |            |              |
| Hand Brush  | 17       | pcs          |            |              |
| Push Brush  | 17       | pcs          |            |              |
| Dust Pan  | 17       | pcs          |            |              |
| Mop Handle  | 17       | pcs          |            |              |
| Mop Head  | 17       | pcs          |            |              |
| Spatula   | 17       | pcs          |            |              |
| Bowl Pump   | 17       | pcs          |            |              |
| Polisher Brush  | 10       | pcs          |            |              |
| Scent Diffuser for Hallways   | 15       | units        |            |              |
| <b>Sub-Total /year</b>  |          |              |            |              |
| <b>C. Monthly Supplies/Materials, before the first working day of the month</b> |          |              |            |              |
| Trash Bag (Big)   | 5        | packs by 100 |            |              |
| Toilet Bowl Cleaner   | 7        | gals         |            |              |
| Disinfectant Solution   | 12       | gals         |            |              |
| Powder Detergent Soap   | 25       | kgs          |            |              |
| Declogging Liquid/agent   | 3        | gals         |            |              |
| Cleanser  | 12       | cans         |            |              |
| Floor wax   | 3        | cans         |            |              |

|  |    |       |  |           |
|--|----|-------|--|-----------|
| Air Fresher in can                                     | 12 | cans  |  |           |
| Scent/fragrance oil for diffuser                       | 2  | gals  |  |           |
| Furniture cleaner/polisher                             | 12 | cans  |  |           |
| Mop Head   | 12 | pcs   |  |           |
| Deodorizer   | 5  | doz   |  |           |
| Glass cleaner  | 3  | gals  |  |           |
| Muriatic Acid  | 3  | gals  |  |           |
| Scotch Brite   | 24 | pcs   |  |           |
| Total per Month  |    |       |  |           |
| <b>Total per Year (x12)</b>                            |    |       |  |           |
|  |    |       |  |           |
| <b>D. Quarterly, before the start of every quarter</b> |    |       |  |           |
| Broom (Stick)  | 8  | pcs   |  |           |
| Broom (Tambo)  | 15 | pcs   |  |           |
| Scrubbing Pad  | 10 | pcs   |  |           |
| microfiber cloth rags                                  | 3  | doz   |  |           |
| Polishing Pad  | 10 | pcs   |  |           |
| Total Cost per Quarter                                 |    |       |  |           |
| <b>Total per year (x4)</b>                             |    |       |  |           |
|  |    |       |  |           |
| <b>E. At the beginning of every six (6) months</b>     |    |       |  |           |
| Mop Handle   | 17 | pcs   |  |           |
| Push Brush   | 17 | pcs   |  |           |
| Hand Brush   | 17 | pcs   |  |           |
| Bowl Brush   | 17 | pcs   |  |           |
| Bowl Pump  | 15 | pcs   |  |           |
| Dust Pan   | 15 | pcs   |  |           |
| Spatula  | 12 | pcs   |  |           |
| Polisher Brush   | 5  | pcs   |  |           |
| Hand/Laudry Gloves                                     | 17 | pairs |  |           |
| Total cost per Semester                                |    |       |  |           |
| <b>Total per Year (x2)</b>                             |    |       |  |           |
|  |    |       |  |           |
| <b>Grand Total Equipment, Supplies and Materials</b>   |    |       |  |           |
|  |    |       |  |           |
| <b>No. of Janitors</b>                                 |    |       |  | <b>17</b> |
|  |    |       |  |           |
| <b>Cost per Janitor/year</b>                           |    |       |  |           |
|  |    |       |  |           |
| <b>Cost per Janitor/month</b>                          |    |       |  |           |
|  |    |       |  |           |

## ***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.

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

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

#### Technical Documents

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

#### Financial Documents

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

### *Class “B” Documents*

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

## II. FINANCIAL COMPONENT ENVELOPE

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

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

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

## ***Section IX. Bidding Forms***

# Bid Securing Declaration Form

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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/We<sup>2</sup>, 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].

---

<sup>2</sup> 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]*

# Omnibus Sworn Statement

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

## AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

6. [Select one, delete the rest:]

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, 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 responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

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

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

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

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

---

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

**[Jurat]**

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

# Bid Form

---

Date: \_\_\_\_\_  
Invitation to Bid No.: \_\_\_\_\_

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

Gentlemen and Ladies:

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

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

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

We agree to abide by this Bid for the Bid Validity Period specified in BDS provision for **ITB** Clause 14.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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 as per **ITB** Clause 10 to 11 of the Bidding Documents.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the Name of Project of the National Labor Relations Commission] / [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Name of Project of the National Labor Relations Commission].*

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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
*[Signature of Authorized Signatory]*

\_\_\_\_\_  
*[Insert Signatory's Legal Capacity]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_.

# Contract Agreement Form for the Procurement of Goods (Revised)

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

---

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between [name of PROCURING ENTITY] 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 [brief description of goods and services] 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 integral part of this Agreement, *viz.*:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;  
  
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;
  - iii. Performance Security;
  - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
  - v. 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, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* 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 Name and Signature]*

*[Insert Signatory's Legal Capacity]*

*[Insert Signatory's Legal Capacity]*

*for:*

*for:*

*[Insert Procuring Entity]*

*[Insert Name of Supplier]*

**Acknowledgment**

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

Republic of the Philippines

