



Social Security System
East Avenue, Diliman, Quezon City

PHILIPPINE BIDDING DOCUMENTS

Fifth Edition - October 2016

Procurement of GOODS

**ONE (1) YEAR CONTRACT OF JANITORIAL
SERVICES FOR NCR PROPERTIES**

ITB-SSS-GOODS-2019-033

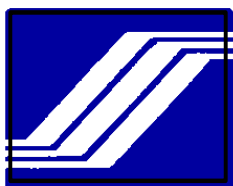
Government of the Republic of the Philippines

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Chairperson, TWG

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Section I. Invitation to Bid



REPUBLIC OF THE PHILIPPINES
SOCIAL SECURITY SYSTEM
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Invitation to Bid ITB-SSS-Goods-2019-033

ONE (1) YEAR CONTRACT FOR JANITORIAL SERVICES FOR NCR PROPERTIES

Approved Budget for the Contract (ABC) and Source of Fund	Delivery/ Completion Period	Price of Bid Documents (non-refundable)	Date/Time	
			Pre-bid Conference	Deadline of Submission and Receipt of Bids
<p>NCR Properties (Makati Building, HK Sun Plaza, East Triangle Property & Motorpool)</p> <p>P8,847,956.20</p> <p>Corporate Operating Budget (COB) – 2019 APP – M/R Building – Janitorial Services (Investment Income)</p>	One (1) year	P9,000.00	May 27, 2019 (Monday) 2:30p.m.	June 10, 2019 (Monday) 2:00p.m.

- The **SOCIAL SECURITY SYSTEM** now invites Bids for the above item. Delivery of the GOODS is required within the period specified above. **Bidders should have completed within three (3) years prior to 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 - Instruction to Bidders.
 - Bids received in excess of the ABC shall be automatically rejected at Bid opening.
 - Bidding shall be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”.
- Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.
- Interested bidders may obtain further information from the SSS and inspect the Bidding Documents at the address in the last item of the ITB from Monday to Friday, 8:00a.m. to 5:00p.m.
 - A complete set of Bidding Documents may be acquired by interested bidders starting 17 May 2019 up to the scheduled submission and receipt of bids** from the address stated in the last item of the ITB and upon payment of the applicable fee for the Bidding Documents, in the amount specified above.

The mode of payment shall be on a cash basis payable at the SSS Cash Department, Ground Floor, SSS Main Bldg., upon accomplishment of SSS Form R-6. The Bidding Documents shall be received personally by the prospective Bidder or his authorized representative.

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

6. The SSS shall hold a Pre-Bid Conference on the date and time specified above at the Green Room, 12th Floor, SSS Main Bldg., East Avenue, Diliman, Quezon City which shall be open to prospective bidders, but attendance shall not be mandatory. To ensure completeness and compliance of bids, bidders are advised to send their authorized technical and/or administrative representatives who will prepare the bid documents.
7. Bids must be duly received by the BAC Secretariat at the Green Room, 12th Floor, SSS Main Building, East Avenue, Diliman, Quezon City on the deadline specified above. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 18.

Bid opening shall be on the date & time specified above at the Green Room, 12th Floor, SSS Main Building, East Avenue, Diliman, Quezon City. Bids shall be opened in the presence of the Bidders' representatives who choose to attend at the address above. Late bids shall not be accepted.
8. References to the dates and times shall be based on Philippine Standard time. Should any of the above dates fall on a holiday, the deadline shall be extended to the same time on the immediately succeeding business day in Quezon City.
9. The SSS reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
10. The SSS assumes no obligation to compensate or indemnify parties for any expense or loss that they may incur as a result of their participation in the procurement process, nor does SSS guarantee that an award will be made as a result of this invitation. Furthermore, the SSS reserves the right to waive any defects or formality in the responses to the eligibility requirements and to this invitation and reserves the right to accept the proposal most advantageous to the agency.
11. For further information, please refer to:

Bids & Awards Committee

The Secretariat

2nd Flr., SSS Main Bldg., East Ave., Diliman, Q.C.

Tel # (632) 922-1070; 920-6401 local 5492/6382

Email – bac@sss.gov.ph

**THE CHAIRPERSON
BIDS & AWARDS COMMITTEE**

ref.: itb-sss-goods-2019-033-Janitorial Services for NCR Properties

Section II. Instructions to Bidders

A. General

1. Scope of Bid

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

2. Source of Funds

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

3. Corrupt, Fraudulent, Collusive, and Coercive Practices

- 3.1. Unless otherwise specified in the **BDS**, the Procuring Entity as well as the bidders and suppliers shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the Procuring Entity:
 - (a) defines, for purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA 3019.
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
 - (iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.

- (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
 - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

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

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

4. **Conflict of Interest**

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

- (a) A Bidder has controlling shareholders in common with another Bidder;
- (b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
- (c) A Bidder has the same legal representative as that of another Bidder for purposes of this bid;

- (d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process;
- (e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid;
- (f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid; or
- (g) A Bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

4.2. In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity (HoPE), members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:

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

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

5. Eligible Bidders

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

- (a) Duly licensed Filipino citizens/sole proprietorships;
- (b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
- (c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;

- (d) Cooperatives duly organized under the laws of the Philippines; and
 - (e) Persons/entities forming themselves into a Joint Venture (JV), *i.e.*, a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the JV concerned shall be at least sixty percent (60%).
- 5.2. Foreign bidders may be eligible to participate when any of the following circumstances exist, as specified in the **BDS**:
- (a) When a Treaty or International or Executive Agreement as provided in Section 4 of RA 9184 and its IRR allow foreign bidders to participate;
 - (b) Citizens, corporations, or associations of a country, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - (c) When the Goods sought to be procured are not available from local suppliers; or
 - (d) When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Government owned or –controlled corporations (GOCCs) may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.
- 5.4. Unless otherwise provided in the **BDS**, the Bidder must have completed a Single Largest Completed Contract (SLCC) similar to the Project and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least equivalent to a percentage of the ABC stated in the **BDS**.

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

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

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

The values of the domestic bidder’s current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

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

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

6. Bidder's Responsibilities

- 6.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section VIII. Bidding Forms as required in **ITB** Clause 12.1(b)(iii).
- 6.2. The Bidder is responsible for the following:
 - (a) Having taken steps to carefully examine all of the Bidding Documents;
 - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
 - (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;
 - (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided under **ITB** Clause 10.4.
 - (e) Ensuring that it is not "blacklisted" or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
 - (f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
 - (g) Authorizing the HoPE or its duly authorized representative/s to verify all the documents submitted;
 - (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
 - (i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019;
 - (j) Complying with existing labor laws and standards, in the case of procurement of services; Moreover, bidder undertakes to:
 - (i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

In case there is a finding by the Procuring Entity or the DOLE of underpayment or non-payment of workers' wage and wage-related benefits, bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of Republic Act No. 9184 without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations.

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

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

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

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

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

- 6.3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents.
- 6.4. It shall be the sole responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to be bid, including: (a) the location and the nature of this Project; (b) climatic conditions; (c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this Project.
- 6.5. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity. However, the Procuring Entity shall ensure that all information in the Bidding Documents, including bid/supplemental bid bulletin/s issued, are correct and consistent.
- 6.6. Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.
- 6.7. The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 6.8. The Bidder should note that the Procuring Entity will accept bids only from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

7. **Origin of Goods**

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

8. Subcontracts

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

B. Contents of Bidding Documents

9. Pre-Bid Conference

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

(b) The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids, but not earlier than seven (7) calendar days from the posting of the invitation to bid/bidding documents in the PhilGEPS website. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GOP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the **BDS**.
- 9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.
- 9.3. Decisions of the BAC amending any provision of the bidding documents shall be issued in writing through a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

10. Clarification and Amendment of Bidding Documents

- 10.1. Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such request must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

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

C. Preparation of Bids

11. Language of Bids

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

12. Documents Comprising the Bid: Eligibility and Technical Components

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

(a) Eligibility Documents –

Class "A" Documents:

- (i) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR. For procurement to be performed overseas, it shall be subject to the Guidelines to be issued by the GPPB.
- (ii) Statement of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and

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

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

- (ii.1) name of the contract;
 - (ii.2) date of the contract;
 - (ii.3) contract duration;
 - (ii.4) owner's name and address;
 - (ii.5) kinds of Goods;
 - (ii.6) For Statement of Ongoing Contracts - amount of contract and value of outstanding contracts;
 - (ii.7) For Statement of SLCC - amount of completed contracts, adjusted by the Bidder to current prices using PSA's consumer price index, if necessary for the purpose of meeting the SLCC requirement;
 - (ii.8) date of delivery; and
 - (ii.9) end user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements.
- (iii) NFCC computation in accordance with ITB Clause 5.5 or a committed Line of Credit from a universal or commercial bank.

Class "B" Document:

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

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

13. Documents Comprising the Bid: Financial Component

13.1. The financial component of the bid shall contain the following:

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

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

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

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

14. Alternative Bids

14.1 Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding.

A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.

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

15. Bid Prices

- 15.1. The Bidder shall complete the appropriate Schedule of Prices included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project.
- 15.2. The Bidder shall fill in rates and prices for all items of the Goods described in the Schedule of Prices. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Government, except those required by law or regulations to be accomplished.
- 15.3. The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), Delivered Duty Paid (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.
- 15.4. Prices indicated on the Price Schedule shall be entered separately in the following manner:
- (a) For Goods offered from within the Procuring Entity's country:
 - (i) The price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable);
 - (ii) The cost of all customs duties and sales and other taxes already paid or payable;
 - (iii) The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - (iv) The price of other (incidental) services, if any, listed in the **BDS**.
 - (b) For Goods offered from abroad:
 - (i) Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted DDP with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - (ii) The price of other (incidental) services, if any, listed in the **BDS**.
 - (c) For Services, based on the form which may be prescribed by the Procuring Entity, in accordance with existing laws, rules and regulations

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

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

16. Bid Currencies

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

17. Bid Validity

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

18. Bid Security

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

Form of Bid Security	Amount of Bid Security (Not Less than the Percentage of the ABC)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%)

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

- 18.2. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 18.3. No bid securities shall be returned to Bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest, or upon the lapse of the reglementary period to file a request for reconsideration or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the Bidder with the Lowest Calculated Responsive Bid (LCRB) has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in **ITB** Clause 18.2.
- 18.4. Upon signing and execution of the contract pursuant to **ITB** Clause 32, and the posting of the performance security pursuant to **ITB** Clause 33, the successful Bidder's bid security will be discharged, but in no case later than the bid security validity period as indicated in the **ITB** Clause 18.2.
- 18.5. The bid security may be forfeited:
- (a) if a Bidder:
 - (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 17;

- (ii) does not accept the correction of errors pursuant to **ITB** Clause 28.3(b);
 - (iii) has a finding against the veracity of any of the documents submitted as stated in **ITB** Clause 29.2;
 - (iv) submission of eligibility requirements containing false information or falsified documents;
 - (v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
 - (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
 - (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;
 - (viii) refusal or failure to post the required performance security within the prescribed time;
 - (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
 - (x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;
 - (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
 - (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
- (b) if the successful Bidder:
- (i) fails to sign the contract in accordance with **ITB** Clause 32; or
 - (ii) fails to furnish performance security in accordance with **ITB** Clause 33.

19. **Format and Signing of Bids**

- 19.1. Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII. Bidding Forms on or before the deadline specified in the **ITB** Clauses 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 12.1, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.
- 19.2. Forms as mentioned in **ITB** Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.

- 19.3. The Bidder shall prepare and submit an original of the first and second envelopes as described in **ITB** Clauses 12 and 13. In addition, the Bidder shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.4. Each and every page of the Bid Form, including the Schedule of Prices, under Section VIII hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.
- 19.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

20. **Sealing and Marking of Bids**

- 20.1. Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 12 in one sealed envelope marked “ORIGINAL - TECHNICAL COMPONENT”, and the original of their financial component in another sealed envelope marked “ORIGINAL - FINANCIAL COMPONENT”, sealing them all in an outer envelope marked “ORIGINAL BID”.
- 20.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. ___ - TECHNICAL COMPONENT” and “COPY NO. ___ – FINANCIAL COMPONENT” and the outer envelope as “COPY NO. ___”, respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 20.3. The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.
- 20.4. All envelopes shall:
 - (a) contain the name of the contract to be bid in capital letters;
 - (b) bear the name and address of the Bidder in capital letters;
 - (c) be addressed to the Procuring Entity’s BAC in accordance with **ITB** Clause 21;
 - (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and
 - (e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with **ITB** Clause 21.
- 20.5. Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

D. Submission and Opening of Bids

21. **Deadline for Submission of Bids**

Bids must be received by the Procuring Entity’s BAC at the address and on or before the date and time indicated in the **BDS**. In case the deadline for submission of bids fall on a non-working day duly declared by the president, governor or mayor or other government official authorized to make such declaration, the deadline shall be the next working day.

22. **Late Bids**

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

23. **Modification and Withdrawal of Bids**

23.1. The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed and properly identified in accordance with **ITB** Clause 20, linked to its original bid marked as “TECHNICAL MODIFICATION” or “FINANCIAL MODIFICATION” and stamped “received” by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.

23.2. A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Letter of Withdrawal must be executed by the duly authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.

23.3. Bids requested to be withdrawn in accordance with **ITB** Clause 23.1 shall be returned unopened to the Bidders. A Bidder, who has acquired the bidding documents, may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.

23.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder’s bid security, pursuant to **ITB** Clause 18.5, and the imposition of administrative, civil and criminal sanctions as prescribed by RA 9184 and its **IRR**.

24. **Opening and Preliminary Examination of Bids**

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

24.2. Unless otherwise specified in the **BDS**, the BAC shall open the first bid envelopes and determine each Bidder’s compliance with the documents prescribed in **ITB** Clause 12, using a non-discretionary “pass/fail” criterion. If a Bidder submits the required document, it shall be rated “passed” for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as “failed”. Otherwise, the BAC shall rate the said first bid envelope as “passed”.

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

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

E. Evaluation and Comparison of Bids

25. Process to be Confidential

- 25.1. Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the case of **ITB** Clause 26.
- 25.2. Any effort by a bidder to influence the Procuring Entity in the Procuring Entity's decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid.

26. Clarification of Bids

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

27. Domestic Preference

- 27.1. Unless otherwise stated in the **BDS**, the Procuring Entity will grant a margin of preference for the purpose of comparison of bids in accordance with the following:
- (a) The preference shall be applied when the lowest Foreign Bid is lower than the lowest bid offered by a Domestic Bidder.
 - (b) For evaluation purposes, the lowest Foreign Bid shall be increased by fifteen percent (15%).
 - (c) In the event that the lowest bid offered by a Domestic Bidder does not exceed the lowest Foreign Bid as increased, then the Procuring Entity shall award the contract to the Domestic Bidder at the amount of the lowest Foreign Bid.
 - (d) If the Domestic Bidder refuses to accept the award of contract at the amount of the Foreign Bid within two (2) calendar days from receipt of written advice from the BAC, the Procuring Entity shall award to the bidder offering the Foreign Bid, subject to post-qualification and submission of all the documentary requirements under these Bidding Documents.
- 27.2. A Bidder may be granted preference as a Domestic Bidder subject to the certification from the DTI that the Bidder is offering unmanufactured articles, materials or supplies of the growth or production of the Philippines, or manufactured articles, materials, or supplies manufactured or to be manufactured in the Philippines substantially from articles, materials, or supplies of the growth, production, or manufacture, as the case may be, of the Philippines.

28. Detailed Evaluation and Comparison of Bids

- 28.1. The Procuring Entity will undertake the detailed evaluation and comparison of bids which have passed the opening and preliminary examination of bids, pursuant to **ITB** Clause 24, in order to determine the Lowest Calculated Bid.
- 28.2. The Lowest Calculated Bid shall be determined in two steps:
- (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
 - (b) The ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.
- 28.3. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the following in the evaluation of bids:
- (a) Completeness of the bid. Unless the **BDS** allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Procuring Entity, except those required by law or regulations to be provided for; and
 - (b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
- 28.4. Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the **BDS**.
- 28.5. The Procuring Entity's evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Schedule of Prices.
- 28.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.
- 28.7. If so indicated pursuant to **ITB** Clause 1.2, Bids are being invited for individual lots or for any combination thereof, provided that all Bids and combinations of Bids shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity.

Bid prices quoted shall correspond to all items specified for each lot and to all quantities specified for each item of a lot. Bid Security as required by **ITB** Clause 18 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in **BDS** Clause 28.3.

29. **Post-Qualification**

29.1. The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 12, and 13.

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

Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.

29.3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.

29.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the HoPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.

29.5. A negative determination shall result in rejection of the Bidder's Bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid with a fresh period to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the LCRB is determined for recommendation for contract award.

29.6. Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the LCRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.

29.7. In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated Bid. A request for reconsideration may be filed by the bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

30. Reservation Clause

- 30.1. Notwithstanding the eligibility or post-qualification of a Bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.
- 30.2. Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:
- (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
 - (b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
 - (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
 - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HoPE;
 - (ii) If the project is no longer necessary as determined by the HoPE; and
 - (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.
- 30.3. In addition, the Procuring Entity may likewise declare a failure of bidding when:
- (a) No bids are received;
 - (b) All prospective Bidders are declared ineligible;
 - (c) All bids fail to comply with all the bid requirements or fail post-qualification; or
 - (d) The bidder with the LCRB refuses, without justifiable cause to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.

F. Award of Contract

31. Contract Award

- 31.1. Subject to **ITB** Clause 29, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB.
- 31.2. Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award duly received by the Bidder or its representative personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.
- 31.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
 - (a) Submission of valid JVA, if applicable, within ten (10) calendar days from receipt of the Notice of Award;
 - (b) Posting of the performance security in accordance with **ITB** Clause 33;
 - (c) Signing of the contract as provided in **ITB** Clause 32; and
 - (d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.
- 31.4. At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified in Section VI. Schedule of Requirements.

32. Signing of the Contract

- 32.1. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 32.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to the Procuring Entity.
- 32.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 32.4. The following documents shall form part of the contract:
 - (a) Contract Agreement;
 - (b) Bidding Documents;
 - (c) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - (d) Performance Security;

- (e) Notice of Award of Contract; and
- (f) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

33. Performance Security

33.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.

33.2. The Performance Security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent (5%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)

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

34. Notice to Proceed

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

35. Protest Mechanism

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

Section III. Bid Data Sheet

ITB Clause	
1.1	The Procuring Entity is SOCIAL SECURITY SYSTEM .
1.2	<p>The name of the Contract is <i>One (1) Year Contract of Janitorial Services for NCR Properties.</i></p> <p>The identification number of the Contract is <i>[insert identification number of the contract as provided in the Invitation to Bid]</i>.</p> <p>The lot(s) and reference is/are: One (1) lot procurement of Janitorial Services for NCR Properties.</p>
2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through 2019 SSS Corporate Budget <i>under Maintenance/Repairs – Building for Janitorial Services (Investment Income)</i> in the amount of ₱ 8,847,956.20</p> <p>The name of the Project is: <i>One (1) Year Contract of Janitorial Services for NCR Properties.</i></p>
3.1	No further instructions.
5.1	The Bidder should not have any pending case filed against the SSS, its employees and officials.
5.2	Foreign bidders, except those falling under ITB Clause 5.2(b), may not participate in this Project.
5.4	<p>The Bidder must have completed, within three (3) years prior to the submission and opening of bids, a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.</p> <p>For this purpose, similar contracts shall refer to Supply of Janitorial Services</p>
7	No further instructions.
8.1	Subcontracting is not allowed.
8.2	Not applicable
9.1	The SOCIAL SECURITY SYSTEM will hold a pre-bid conference for this Project as indicated in the Advertisement.

10.1	<p>The Procuring Entity's address is:</p> <p><i>The Chairperson</i> <i>BIDS AND AWARDS COMMITTEE</i> <i>2nd Floor, SSS Main Building</i> <i>East Avenue, Diliman, Quezon City</i> <i>Tel No: (632)922-2991, 922-1070, 920-6401 loc.5491</i> <i>E-mail: bac@sss.gov.ph</i> <i>Facsimile number: (632) 924-7380</i> <i>Website: http://www.sss.gov.ph</i></p>
12.1(a)	<p><i>First Envelope:</i></p> <p>(i) PhilGEPS Certificate of Registration and membership in accordance with Section 8.5.2 of the Revised IRR of RA 9184. For procurement to be performed overseas, it shall be subject to the Guidelines to be issued by the GPPB.</p> <p>(ii) Statement of all its ongoing government and private contracts including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid within the period of [3] years. The statement shall include, for each contract, the following:</p> <p style="padding-left: 40px;">(ii.1) name of the contract;</p> <p style="padding-left: 40px;">(ii.2) date of the contract;</p> <p style="padding-left: 40px;">(ii.3) contract duration;</p> <p style="padding-left: 40px;">(ii.4) owner's name and address;</p> <p style="padding-left: 40px;">(ii.5) kinds of Goods;</p> <p style="padding-left: 40px;">(ii.6) amount of contract and value of outstanding contracts;</p> <p style="padding-left: 40px;">(ii.7) date of delivery; and</p> <p style="padding-left: 40px;">(ii.8) end user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements.</p> <p>(iii) Statement of Single Largest Completed Contract similar to the project to be bid equivalent to at least 50% of the ABC</p> <p style="padding-left: 40px;"><i>(For Statement of SLCC, it shall include the amount of completed contracts, adjusted by the Bidder to current prices using PSA's consumer price index, if necessary for the purpose of meeting the SLCC requirement.)</i></p> <p>(iv) NFCC computation in accordance with ITB Clause 5.5 or a committed Line of Credit from a universal or commercial bank;</p> <p>(v) JVA or the Duly Notarized Statement in accordance with Section 23.1 (b) of the 2016 Revised IRR of RA9184, if applicable</p> <p>(vi) Bid Securing Declaration or any form of Bid Security in the amount stated in the BDS, which shall be not less than the percentage of the ABC in accordance with the following schedule:</p>

Form of Bid Security	Amount of Bid Security (Not less than the Percentage of the ABC)
Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%) or Php 176,959.12
Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%) or Php 442,397.81

- * Bank issued securities must be issued by a universal/commercial bank.
- * Surety Bonds must be accompanied by a certification from Insurance Commission that issuer is authorized to issue such security.
- * Bid Securing Declaration must be notarized by a duly commissioned Notary Public.

(vii) Technical Proposal/Specifications

- (a) Statement of Compliance with the Technical Specifications, as enumerated and specified in Sections VI (Schedule of Requirements) and VII (Technical Specifications) of the Bidding Documents;

(viii) Omnibus Sworn Statement (form supplied)

- (a) Sworn statement by the Bidder or its duly authorized representative in accordance with Section 25.3 of RA 9184 and its 2016 Revised IRR notarized by a duly commissioned Notary Public.
 - (i) Statement attesting to the Bidder's responsibilities pursuant to ITB Clause 6.
 - (ii) That it is not "blacklisted" or barred from bidding the GOP or any any of its agencies, offices, corporations or LGUs, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
 - (iii) That each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
 - (iv) That authorizes the SOCIAL SECURITY SYSTEM or its duly authorized representative(s) to verify all the documents submitted;

	<p>(v) That the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute, and perform any and all acts necessary and/or to represent the Bidder in the bidding;</p> <p>(vi) That it complies with the disclosure provision under Section 47 of RA 9184 in relation to other provisions of RA 3019;</p> <p>(vii) That it complies with existing labor laws and standards;</p> <p>(viii) That it did not give or pay, directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel, or representative of the government in relation to any procurement project or activity.</p> <p>(ix) Statement that the proposed household/ cleaning products/ fertilizer/ pesticide it is going to use have been registered with and approved by the Food and Drug Administration (FDA) pursuant to FDA Memorandum Circular 2013-045 supported by Certificate of Product Registration (CPR) or by the Fertilizers and Pesticides Authority (FPA) ; and that it will use the same supplies and materials, tools and equipment as required and approved by SSS in accordance with the Scope of Services and Methodology, Benchmark and/or Standards. This must be supported with a List of Products (Annex 1.3) indicating the following:</p> <ul style="list-style-type: none"> ■ Name of product ■ Brand Name ■ Certificate of Product Registration No.
12.1(a)(ii)	The bidder's SLCC similar to the contract to be bid should have been completed within three (3) years prior to the deadline for the submission and receipt of bids.
13.1(a)	<p><i>Second Envelope</i></p> <p>Financial Proposal</p> <ol style="list-style-type: none"> 1. Cost Proposal (Form Supplied) 2. Bid Breakdown (Refer to Annex 2.1) 3. Detailed Costing (Refer to Annex 2.2 and 3.1) 4. Softcopy of the Bid Breakdown <p>Any alteration/deviation in the supplied data in the Financial Proposal (Cost Proposal and Bid Breakdown) shall also be ground for disqualification.</p>
13.1(b)	No further instructions.
13.1(c)	"No additional requirements."

13.2	The ABC is ₱ 8,847,956.20 . Any bid with a financial component exceeding this amount shall not be accepted.
15.4(a)(iv)	No incidental services are required.
15.4(b)(i)	Not applicable.
15.4(b)(ii)	No incidental services are required.
16.1(b)	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.
16.3	Not applicable.
17.1	Bids will be valid for one hundred twenty (120) calendar days reckoned from the date of the submission and opening of bids.
18.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ol style="list-style-type: none"> 1. The amount of not less than Php 176,959.12, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or 2. The amount of not less than Php 442,397.81, if bid security is in Surety Bond.
18.2	The bid security shall be valid for one hundred twenty (120) calendar days reckoned from the date of the submission and opening of bids.
20.3	Each Bidder shall submit five (5) sets. <ol style="list-style-type: none"> 1. One (1) Envelope marked ORIGINAL; and 2. Four (4) Envelopes marked COPY NO. ____ .
21	The address for submission of bids is the Social Security System's: BIDS AND AWARDS COMMITTEE <i>Green Room, 12TH Floor, SSS Main Building</i> <i>East Avenue, Diliman, Quezon City</i> The deadline for submission of bids is indicated in the Bid Bulletin.
24.1	The place of bid opening is the Social Security System's: BIDS AND AWARDS COMMITTEE <i>Green Room, 12TH Floor, SSS Main Building</i> <i>East Avenue, Diliman, Quezon City</i> The date and time of bid opening is indicated in the Bid Bulletin.
24.2	No further instructions.
24.3	No further instructions.
27.1	No further instructions.

28.3 (a)	<p>Grouping and Evaluation of Lots –</p> <p>Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.</p>
28.4	No further instructions.
29.2	<p>The bidder with the lowest calculated bid as evaluated shall submit within non-extendible five (5) calendar days upon written notice the following documentary requirements:</p> <ol style="list-style-type: none"> 1. Latest income tax return corresponding to the Audited Financial Statements submitted, filed electronically (EFPS); 2. Quarterly VAT (business tax returns) per Revenue Regulations 3-2005 for the last six (6) months filed electronically (EFPS); and 3. Other requirements to be submitted upon award of contract: <ol style="list-style-type: none"> (i) Certification of the Availability of the standard tools and equipment (Annex 1.5) (ii) Sworn statement that it has adequate training program for its employees, and that all employees hired and deployed in their respective areas of assignments have been well trained in the proper use of tools and equipment, supplies and materials including basic pest control management and landscape and plant management.
32.4(f)	No additional requirement.

Section IV. General Conditions of Contract

1. Definitions

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

- (a) “The Contract” means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) “The Goods” means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- (d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) “GCC” means the General Conditions of Contract contained in this Section.
- (f) “SCC” means the Special Conditions of Contract.
- (g) “The Procuring Entity” means the organization purchasing the Goods, as named in the **SCC**.
- (h) “The Procuring Entity’s country” is the Philippines.
- (i) “The Supplier” means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the **SCC**.
- (j) The “Funding Source” means the organization named in the **SCC**.
- (k) “The Project Site,” where applicable, means the place or places named in the **SCC**.
- (l) “Day” means calendar day.
- (m) The “Effective Date” of the contract will be the date of signing the contract, however the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed and copy of the approved contract.
- (n) “Verified Report” refers to the report submitted by the Implementing Unit to the HoPE setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

2.1. Unless otherwise provided in the **SCC**, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

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

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

2.2. Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in **GCC** Clause 2.1(a).

3. **Inspection and Audit by the Funding Source**

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

4. **Governing Law and Language**

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

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

5. **Notices**

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

5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the **SCC** for **GCC** Clause 5.1.

6. **Scope of Contract**

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

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

7. **Subcontracting**

7.1. Subcontracting of any portion of the Goods, if allowed in the **BDS**, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.

- 7.2. If subcontracting is allowed, the Supplier may identify its subcontractor during contract implementation. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

8. Procuring Entity's Responsibilities

- 8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with **GCC** Clause 6.

9. Prices

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

10. Payment

- 10.1. Payments shall be made only upon a certification by the HoPE to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. At least one percent (1%) but shall not exceed five percent (5%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in **GCC** Clause 17.
- 10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the **SCC** provision for **GCC** Clause 6.2, and upon fulfilment of other obligations stipulated in this Contract.
- 10.3. Pursuant to **GCC** Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the schedule stated in the **SCC**.
- 10.4. Unless otherwise provided in the **SCC**, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

- 10.5. Unless otherwise provided in the SCC, payments using Letter of Credit (LC), in accordance with the Guidelines issued by the GPPB, is allowed. For this purpose, the amount of provisional sum is indicated in the SCC. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.

11. **Advance Payment and Terms of Payment**

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

12. **Taxes and Duties**

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

13. **Performance Security**

- 13.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in the **ITB** Clause 33.2.
- 13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.

- 13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
 - (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
 - (b) The Supplier has no pending claims for labor and materials filed against it; and
 - (c) Other terms specified in the **SCC**.
- 13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14. Use of Contract Documents and Information

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

15. Standards

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

16. Inspection and Tests

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

- 16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.
- 16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to **GCC** Clause 5.
- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. **Warranty**

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the **SCC**. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) but shall not exceed five percent (5%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) but shall not exceed five percent (5%) of the total Contract Price or other such amount if so specified in the **SCC**. The said amounts shall only be released after the lapse of the warranty period specified in the **SCC**; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.4. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.

- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **GCC** Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

18. Delays in the Supplier's Performance

- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.
- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under **GCC** Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 18.3. Except as provided under **GCC** Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to **GCC** Clause 19, unless an extension of time is agreed upon pursuant to **GCC** Clause 29 without the application of liquidated damages.

19. Liquidated Damages

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

20. Settlement of Disputes

- 20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.

- 20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 (“R.A. 9285”), otherwise known as the “Alternative Dispute Resolution Act of 2004.”
- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

21. **Liability of the Supplier**

- 21.1. The Supplier’s liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the SCC.
- 21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

22. **Force Majeure**

- 22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier’s delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 22.2. For purposes of this Contract the terms “*force majeure*” and “fortuitous event” may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Supplier could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

23. **Termination for Default**

- 23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:
- (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;

- (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or
 - (c) The Supplier fails to perform any other obligation under the Contract.
- 23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under **GCC** Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.
- 23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

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

25. Termination for Convenience

- 25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.
- 25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:
- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
 - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.
- 25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

26. Termination for Unlawful Acts

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

- (a) Corrupt, fraudulent, and coercive practices as defined in **ITB** Clause 3.1(a);
- (b) Drawing up or using forged documents;
- (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- (d) Any other act analogous to the foregoing.

27. Procedures for Termination of Contracts

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

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Implementing Unit, the HoPE shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
 - (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;
 - (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
 - (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract;
- (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;

- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE; and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

28. Assignment of Rights

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

29. Contract Amendment

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

30. Application

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

Section V. Special Conditions of Contract

GCC Clause	
1.1 (g)	The Procuring Entity is SOCIAL SECURITY SYSTEM .
1.1 (i)	The Supplier is <i>[to be inserted at the time of contract award]</i> .
1.1 (j)	The Funding Source is the Government of the Philippines (GOP) through 2019 SSS Corporate Budget <i>under Maintenance/Repairs – Building for Janitorial Services (OPEX/Investment Income)</i> in the amount of ₱8,847,956.20
1.1 (k)	The Project sites are defined in Annexes 1.6 (Coverage of Janitorial Services)
2.1	No further instructions.
5.1	The SOCIAL SECURITY SYSTEM's address for Notices is: THE CHAIRPERSON BIDS AND AWARDS COMMITTEE <i>2nd Floor, SSS Main Building East Avenue, Diliman, Quezon City Tel. No. (632) 922-2991; 922-1070; 920-6401 local 5491 Email: bac@sss.gov.ph Facsimile number: (632) 924-7380 Website: http://www.sss.gov.ph</i> The Supplier's address for Notices refers to winning bidder.
6.2	SCOPE OF SERVICES 1. The winning Bidder shall perform the following janitorial activities: a. Cleaning Services b. Garbage Hauling and Disposal c. Basic Pest Control d. Landscape and Plant Maintenance 2. It shall supply labor including supervision, supplies and materials, tools, equipment and other incidentals in whatever form necessary to perform the activities enumerated in the Scope of Services and Methodology (Annex 1.1) in the most effective, efficient and economical manner. 3. It shall continue to accomplish the Services with the consent of the SSS after the expiration of the contract and that said extension shall be understood as running from month to month until terminated by the SSS by means of written notice. COMPLIANCE WITH SS LAW – The Winning Bidder shall report all its employees to SSS for coverage and their contribution, as well as, all amortization for salary/education/calamity and other SSS loans shall be updated.

Should the winning bidder fail to comply with its obligation under the provisions of the SS Law and Employees Compensation Act, SSS shall have the authority to deduct any unpaid SS and EC contributions, salary, educational, emergency and/or calamity loan amortizations, employer's liability for damages, including interests and penalties from winning bidder's receivables under the Contract.

Further, prescription does not run against SSS for its failure to demand SS contributions or payments from the Winning Bidder.

Moreover, Winning Bidder shall forever hold in trust SS contributions or payments of its employees until the same is fully remitted to SSS.

The winning/supplier shall also:

- a. Comply with the provisions of the Social Security Law (Republic Act No. 1161, as amended) and all labor and social legislations, rules and regulations.
- b. SSS has the option to deduct from the contract price any delinquency amount due to SSS.

OBLIGATIONS OF THE WINNING BIDDER

1. The Winning Bidder shall provide the Janitorial Services for NCR Properties including supervision in accordance with the scope of services and methodology, supplies and materials, tools and equipment, approved janitorial plans, and manpower complement and deployment schedules.
2. The Winning Bidder shall maintain a satisfactory level of performance throughout the term of the contract.
3. The Winning Bidder shall provide Project Manager/ Supervisor/s who shall act and make decisions in behalf and for the account of the Winning Bidder on matters arising from questions or complaints by the offices/units or by the service personnel themselves, at no cost to SSS.
4. The Winning Bidder shall make available at all times relievers and/or replacement to ensure continuous renditions of the SERVICES.
5. The Winning Bidder shall, at his own account, shoulder three (3) sets of uniforms, name tags and the pre-deployment expenses such as but not limited to medical exam/test and training, and shall not be passed on to, or deducted from the salary of the service personnel to be assigned to SSS.
6. The Winning Bidder shall require all its service personnel to wear their IDs and uniforms at all times while inside the SSS premises. Service personnel without ID and not in uniform shall be barred from entering the work site.
7. The Winning Bidder shall, within twenty-four (24) hours upon receipt of the written request by SSS, increase or decrease the number of the assigned service personnel. Request for additional service personnel aside from the regulars on duty

and/or service beyond the regular hours shall be subject to prior approval by the SSS proper approving authority and with the corresponding approval of its budget.

8. The Winning Bidder shall furnish to SSS the names, work shifts, time schedule, training certificates and other personnel records of the service personnel assigned and shall give a written notice of any change in such personnel.
9. The Winning Bidder shall require its service personnel to render a minimum of eight-hour service daily. Only when required by the SSS shall service personnel be allowed to work during holidays. In case of exigencies, the service personnel may be required to extend their services beyond their regular office hours subject to an agreement on the additional charges.
10. The Winning Bidder shall submit voluntarily its service personnel for frisking and inspecting their bags by the guard on duty when entering or going out of the working area at all times.
11. The Winning Bidder shall comply with all the rights and benefits of its service personnel under the Labor Code and Department Order No. 18-A, Series of 2011 on: safe and healthful working conditions; labor standards such as, service incentive leave, rest days, overtime pay, 13th month pay and separation pay; retirement benefit; contributions and remittance of SSS, Philhealth, Pag-IBIG Fund, and other welfare benefits; the right to self-organization, collective bargaining and peaceful concerted action; and the right to security of tenure must be provided.

The Winning Bidder shall report all its employees to SSS and shall pay all the SS and EC contributions, as well as salary/educational/calamity and other loan amortization due and payable including interest and penalties, if any. Likewise directly remit monthly the employer's share and employees' contribution to Philhealth and Pag-IBIG. Failure to comply during contract award or implementation shall be a ground for cancellation/ termination of the contract.

13. The Winning Bidder shall faithfully comply with all other relevant laws, rules and regulations pertaining to the employment of labor, existing or which hereafter may be enacted.
14. The Winning Bidder shall strictly comply with all its obligations under the provisions of the above-enumerated laws, other related pertinent statutes, whether national, provincial, municipal; and existing SSS internal rules and regulations presently in force and effect, such as, but not limited to the following prohibited activities:
 - a. Bringing of firearms and deadly weapons;
 - b. Bringing of any member of the family, friends, relatives or any person not connected with the project;

- c. Cooking/reheating or water heating;
- d. Staying/sleeping/taking a bath in the work site or roaming around the SSS premises during or after his duty
- e. Bringing out from SSS premises any supplies, materials, tools or equipment without the EFMD head written approval and clearance.
- f. Bringing in their personal belongings not necessary in the performance of their job. Personal bags or food containers shall be placed in the SSS designated area.

15. The Winning Bidder shall inform its service personnel that SSS shall not extend any and all forms of financial assistance to the said personnel over and above those expressly stipulated in the contract.

16. The Winning Bidder shall not sub-contract the performance of its obligation or any part thereof without the prior written conformity of the SOCIAL SECURITY SYSTEM.

17. The Winning Bidder shall compensate the injured service personnel or the legal heirs/beneficiaries of the deceased service personnel, when injury or death occurred while in the performance of their assigned duties and responsibilities.

18. The Winning Bidder shall indemnify and save the SSS harmless from all claims, demands, costs, expenses, debts, fines, penalties and liabilities of whatsoever kind arising wholly or in part out of the SERVICES herein contemplated or from acts of the winning bidder, its guests, service personnel/employees, including but not limited to public liability and property damage claims, and other claims of any nature whatsoever arising out of injury to or death of persons or damage to property of the SSS occurring in the course of the performance by the bidder of the SERVICES.

19. The Winning Bidder shall immediately restore/repair/replace/pay any loss/es or damage/s caused to SSS-owned properties/premises pending investigation by bidder and validated by SSS.

20. The Winning Bidder shall make all payments of salaries/compensation to service personnel through individual Automated Telling Machine (ATM) services and failure to do so shall be a non-compliance of contractual obligations for which penalty as stipulated may be enforced.

21. The cost of replacement, repair and maintenance of all tools, devices and equipment required shall be for the account of the bidder.

The Winning Bidder shall perform such duties as required of janitorial services provider under government rules and regulations, and those which may, from time to time, or on special occasions, be requested by SSS to be performed.

WARRANTIES OF THE WINNING BIDDER

1. Fulfill and comply with all its obligations under the contract.
2. All its licenses, certificate of registrations, permits and clearances from national and local government agencies/units (Securities and Exchange Commission (SEC), Department of Labor and Employment (DOLE), and Mayor’s Office) to operate as service provider shall remain valid and subsisting.
3. As employer of the service personnel, comply with all its obligations under existing laws and their implementing rules and regulations on the payment of minimum wage, overtime pay, five (5) day incentive leave, paternity benefit, and other labor related benefits as well as remittances or payment of the appropriate amount or contributions/payment (SSS, EC, Pag-IBIG Fund, Phil-Health and taxes) with concerned government agencies/offices.
4. Continue to possess while the contract subsists substantial capital and investment, such as, but not limited to skilled, qualified, and well-trained service personnel, independent office, tools, equipment, supplies, materials and other paraphernalia which it has and will directly and actually use in the conduct of its operations, and shall undertake its business on its own account and responsibility.

Maintain its good standing as an independent business enterprise and as a qualified and competent service provider, financially capable of rendering to the public all the services herein contracted, and shall, obtain all necessary licenses, permits, authorizations and registrations, and comply with all laws, ordinances, and regulations required of all similar agencies. As proof of its financial capacity, it shall submit its audited financial statements and income tax returns to SSS when the latter so requests.

6. Upon written request of SSS, submit within five (5) calendar days such sworn statements, papers, documents or information pertaining to its compliance of its warranties and guarantees. Execute a sworn statement that at no point has it given anything to any official and employee of SSS in the course of obtaining approval of the Janitorial Services or the contract.
7. There is no employer-employee relationship between the SSS and the Bidder including its personnel; thus,
 - 7.1 The services rendered by the personnel assigned in the SSS in the performance of its obligation under the contract do not represent government service and will not be credited as such;
 - 7.2 The service personnel assigned in the SSS are not entitled to benefits enjoyed by SSS’s officials and employees such as Personal Economic Relief Allowance (PERA), Representation and Transportation Allowance (RATA), ACA, etc;
8. The service personnel assigned in SSS are not related within the third degree of consanguinity or affinity to the contracting officer and appointing authority of the SSS;

9. The service personnel assigned in SSS have not been previously dismissed from the government service by reason of an administrative case; that they have not reached the compulsory retirement age of 65; and that they possessed the training, experience and skills required to perform the job.
10. Should the Winning Bidder fail to comply with its obligation under the provisions of the SS Law, Employees Compensation Act and other pertinent statutes presently in force and effect, SSS shall have the option to either rescind the contract or deduct from the service fee any amount due and demandable by SSS as and for unpaid SS and EC contributions, salary, educational, emergency and/or calamity loan amortizations, employer's liability for damages, including interests and penalties, if any. This option is without prejudice on the right of SSS to forfeit the Performance Security filed by the Winning Bidder, as well as, to avail of other remedies provided for by law.
11. If SSS has any reason to believe that the Winning Bidder has failed to comply with any of the foregoing warranties and guarantees, or if it believes that the Winning Bidder has failed to comply with any law, rule or regulation governing or regulating its employment relationship with its assigned personnel, SSS may then notify the Winning Bidder accordingly, and should the latter refuse or fail to present satisfactory proof to the contrary within five (5) calendar days from its receipt of such notice from SSS, SSS shall have the right to immediately terminate the contract, without prejudice to any other remedies available to SSS under the law and the contract. Provided, that any misrepresentation or violation by the Winning Bidder of any of the above warranties and guarantees, or any of the terms and conditions of the contract, shall constitute sufficient basis to terminate the contract without need of prior notice.
12. The Winning Bidder shall be liable solely for any damage, loss, liability, obligation and claim, monetary or otherwise that may result from any violation of its warranties and guarantees, and the terms and conditions of the contract. The Winning Bidder shall hold SSS free and harmless from any liability. In case SSS shall be charged and be held liable, the Winning Bidder shall defend SSS before any agency, office, tribunal or court, and shall assume such liability principally and directly for the benefit of SSS. If for any reason, SSS is made to pay such damages, losses, liabilities, obligations and claims, the Winning Bidder shall reimburse SSS for any and all payments that it may make, as well as, all expenses and costs, including but not limited to litigation expenses and legal fees that may be incurred by SSS in connection therewith. SSS may, at its sole option, deduct all such payments from any amount that may be due to the Winning Bidder hereunder until they shall have been paid in full.
13. The Winning Bidder shall maintain a satisfactory level of performance throughout the term of the contract. Before end of each year, the SOCIAL SECURITY SYSTEM EFMD-BET Team Head shall conduct an assessment or evaluation of the performance of the Winning Bidder using the Performance Evaluation Form, attached as Annex 4.1 and 4.2.

	<p>Based on its assessment, the SOCIAL SECURITY SYSTEM may terminate the contract for failure by the Winning Bidder to perform its obligations, among other grounds of pre-termination provided under Section IV, Item 25 of the General Conditions of Contract subject to the procedures prescribed under GPPB Res. No. 018-2004 dated 22 December 2004.</p> <p>The Winning Bidder warrants that in case of merger, consolidation or change of its ownership with other company, it is the responsibility of the surviving company/consolidated company/acquiring entity to inform SSS of the change in corporate structure/ownership. Failure to do so shall translate in such company assuming all liabilities of the acquired/merged company under the contract.</p>
10.4	Not applicable.
10.5	Payment using LC is not allowed.
11.3	The terms of payment shall be as follows: Monthly Billing.
13.4(c)	<p>The Winning Bidder shall post a Performance Security equivalent to a percentage of the awarded total contract price for one (1) year. It shall be valid for the entire duration of the One-Year Contract until the issuance by the SOCIAL SECURITY SYSTEM of the Notice of Termination.</p> <p>A Certificate of Completion may be released by the SSS after one hundred twenty (120) calendar days from the completion or termination of the contract, provided that there are no claims filed against the Winning Bidder.</p>
16.1	<p>The inspections and tests of the Standard Supplies and Materials and Standard Janitorial Supplies and Materials shall be conducted after the award by the respective Offices/Unit using the Monthly Inspection and Test Reports Form (Annex 5), based on the following:</p> <ol style="list-style-type: none"> 1. Quantity required - in accordance with Annex 1.4 and Annex 6.1. 2. Monthly Schedule of Delivery of Janitorial Supplies and Materials – in accordance with Annex 6.1.1 to 6.1.3. 3. Quality required - The Aerosol Spray and Rat Bait under Basic Pest Control should be registered with the Food and Drug Administration (FDA), supported by Certificate of Product Registration (CPR) from FDA. The Complete Fertilizer (14-14-14) under Landscape Maintenance Supplies should be registered with the Fertilizer and Pesticide Authority (FPA), supported by Certificate of Product Registration (CPR) from FPA. <p>Pursuant to FDA Administrative Order No. 2015-0038 dated September 8, 2015, household/urban hazardous substances, including among others, Polishes and Waxes, Bleaches, Cleaners, Disinfectant sprays, Detergents, Dishwashing, and Room freshener/air fresheners and deodorizer, are no longer required to be registered with the FDA.</p> <p>However, the Winning Bidder shall ensure that the Supplies and Materials delivered to the SSS are potent, effective, safe and shall comply with FDA-set standards as well as pertinent laws or regulations on said household/urban hazardous substances.</p>

	Moreover, consistent with AO No. 2015-0038, the products should be safe to use and shall not cause any death, serious illness, or serious injury to the consumers/users, or are found to be immediately injurious, unsafe, dangerous or grossly deceptive. Neither shall the products for delivery be adulterated, counterfeited nor misbranded.
21.1	No additional provision.

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	Quantity	Total	Delivered, Weeks/Months
1	JANITORIAL SERVICES: a. Cleaning Service b. Hauling and Disposal of garbage c. Basic Pest Control d. Landscape and Plant Maintenance			Refer to the specified frequency on <u>Annex 1.1</u> (Scope of Services & Methodology)
2	SUPPLIES AND MATERIALS (1 yr req't)			Refer to the specified Monthly Schedule of Delivery of Janitorial Supplies and Materials on <u>Annex 6.1</u>
3	TOOLS AND EQUIPMENT			To be delivered to respective offices/unit one week prior to the first day of the effectivity of the contract.

Section VII. Technical Specifications

Bidders must state in the Statement of Compliance below either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of **ITB** Clause 3.1(a)(ii) and/or **GCC** Clause 2.1(a)(ii).

EVALUATION OF TECHNICAL PROPOSAL

The Technical Specifications are to be submitted using the forms listed as follows:

Item	Specification	Statement of Compliance
Annex 1.1	Scope of Service and Methodology	
Annex 1.2	Manpower Complement and Deployment <i>NCR Properties</i>	
Annex 1.3	Standard Janitorial Supplies and Materials Registered with FDA and FPA.	
Annex 1.4	Distribution of One-Year Standard Supplies and Materials for Janitorial Services <i>NCR Properties</i>	
Annex 1.5	Standard Tools and Equipment <i>NCR Properties</i>	
Annex 1.6	Coverage of Janitorial Services <i>NCR Properties</i>	
Annex 6	Monthly Delivery Schedule of Janitorial Supplies and Materials <i>NCR Properties</i>	

Criteria I – Effective Service		
Item	Specification / Requirement	Statement of Compliance
1	<p>The bidder must signify its conformity to the following as prescribed by the SOCIAL SECURITY SYSTEM:</p> <ol style="list-style-type: none"> 1. Scope of Services and Methodologies 2. Manpower Complement and Deployment 3. Standard Janitorial Supplies and Materials Registered with FDA and FPA 4. Distribution of One-Year Standard Supplies and Materials for Janitorial Services 5. Monthly Delivery Schedule of Janitorial Supplies and Materials 6. Landscape and Plant Maintenance 7. Basic Pest Control 8. Tools and Equipment 	
Criteria II – Track Record		
1	Statement of all its ongoing government and private contracts including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid for the last Three (3) years from the date of submission and receipt of bids.	
2	The Bidder must have completed within Three (3) years from the date of submission and receipt of bids, a single contract that is similar to this project, equivalent to at least fifty percent (50%) of the ABC. Ex: If the date of submission & receipt of bids is January 31, 2019, the completed single contract must be within January 30, 2016 to January 30, 2019	
Criteria III – Performance Level		
1	<p>The Bidder shall maintain a satisfactory level of performance throughout the term of the contract based on the following performance criteria: (Annex 4)</p> <ol style="list-style-type: none"> a. Contract Administration and Management b. Service Quality c. Time Management d. Management and Suitability of Personnel e. Provision of Regular Progress Report 	
2	The Bidder must comply with all the provisions of the contract.	

3	<p>The Bidder shall submit monthly report on the following, to be checked and validated by the concerned Office Head:</p> <ul style="list-style-type: none"> a. Deployment of Service Personnel/ Relievers b. Daily Time Record (DTR) and Attendance Log Sheets countersigned by the Project Manager or Supervisor/s and approved by the Office/Unit Heads c. Inventory of Supplies and Materials (Annex 5.1) d. Inventory of Tools and Equipment (Annex 5.2) e. Other necessary incident/matters that should be known by SSS. Incident reports and other pertinent reports that are deemed necessary 	
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Section VIII. Bidding Forms

Bid Form

Date: _____
 Invitation to Bid¹ N°: _____

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

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of 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 17.1 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:²

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 5 of the Bidding Documents.

¹ If ADB, JICA and WB funded projects, use IFB.

² Applicable only if the Funding Source is the ADB, JICA or WB.

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 Name of the Procuring Entity] [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 Name of the Procuring Entity].*

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 _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Formula in the Computation of NFCC

NAME OF PROJECT

NAME OF COMPANY

NFCC = 15 (Current Assets – Current Liabilities) – Value of All Outstanding Works under On-going Contracts including Awarded Contracts yet to be started)

YEAR	CURRENT ASSETS	CURRENT LIABILITIES
TOTAL		

Value of Outstanding Works under On-going Contracts:

CONTRACT DESCRIPTION	TOTAL CONTRACT AMOUNT AT AWARD	PERCENTAGE OF PLANNED AND ACTUAL ACCOMPLISHMENT	ESTIMATED COMPLETION TIME
TOTAL			

Use additional sheet/s, if necessary

FORMULA:

$$15 \left(\frac{\text{Current Assets}}{\text{Current Assets}} - \frac{\text{Current Liabilities}}{\text{Current Liabilities}} \right) - \frac{\text{Total Outstanding Works}}{\text{Total Outstanding Works}} = \frac{\text{NFCC}}{\text{NFCC}}$$

P _____ NFCC

Prepared and Submitted by:

Signature over Printed Name

STATEMENT OF ON-GOING GOVERNMENT AND PRIVATE CONTRACTS WITH ATTACHED SUPPORTING DOCUMENTS (i.e. P.O/CONTRACTS)

NAME OF CONTRACT	DATE OF CONTRACT	CONTRACT DURATION	OWNER'S NAME, ADDRESS AND CONTACT NUMBERS	KINDS OF GOODS	AMOUNT OF CONTRACT	VALUE OF OUTSTANDING CONTRACT

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE PROJECT TO BE BID EQUIVALENT TO AT LEAST 50% OF THE ABC

NAME OF CONTRACT	KINDS OF GOODS	AMOUNT OF CONTRACT	CONTACT PERSON & CONTACT NO.

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 [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;

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, including DOLE Department Order No. 18-A s.2011;

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

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

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

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

Bidder's Representative/Authorized Signatory

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

Witness my hand and seal this ___ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ *[date issued], [place issued]*

IBP No. _____ *[date issued], [place issued]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

* This form will not apply for WB funded projects.

BID SECURING DECLARATION FORM

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

X-----X

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

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

I/We³, 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]*.

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

³ Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

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

Witness my hand and seal this ____ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ *[date issued]*, *[place issued]*

IBP No. _____ *[date issued]*, *[place issued]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

Contract Agreement Form

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, viz., [*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*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Supplier’s Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.* bidder’s response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity’s bid evaluation;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract;
 - (f) the Performance Security; and
 - (g) the Entity’s Notice of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____ (for the Entity)

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

Sworn Statement that the bidder will use cleaning solutions for janitorial services in SSS are registered with and approved by the Food and Drug Administration (FDA)/Commitment of Compliance

Name of the SOCIAL SECURITY SYSTEM:

Project Reference Number:

Name of the Project:

Location of the Project:

AFFIDAVIT

I, (Representative of the Bidder), of legal age, (civil status), Filipino and residing at (Address of the Representative), after having been duly sworn to in accordance with the law, depose and state:

That I am the duly authorized representative of (Name of Company) with office address at _____ ;

That in compliance with the requirements of the SOCIAL SECURITY SYSTEM (SSS), I affirm that our company have verified and confirmed that the cleaning solutions products it is going to use for janitorial services in SSS offices, if awarded the contract, have been registered with the appropriate government agency – the Food and Drug Administration (FDA) by its respective manufacturers/importers/distributors;

That our company shall use the same products listed in **Annex 1.3 - LIST OF FDA REGISTERED HOUSEHOLD PRODUCTS TO BE USED FOR JANITORIAL SERVICES IN SSS** and the other supplies, materials, tools, devices and equipment required by the SSS within the duration of the contract in accordance with the approved scope of service and methodology, benchmark and/or standards for Lot (*Specify the Lot No.*).

That I am executing this affidavit to attest to the truth of the foregoing statements; as one of the documentary requirements of the SSS; and for whatever legal intents and purposes it may serve.

FURTHER AFFIANT SAYETH NAUGHT.

AFFIANT

SUBSCRIBED AND SWORN TO before me this _____ day of _____ 20____, affiant exhibiting to me his/her Community Tax Certificate No. _____ issued on _____ at _____, Philippines.

(Notary Public)

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

Sworn Statement that the bidder will use fertilizer/pesticide for janitorial services in SSS are registered with and approved by the Fertilizer and Pesticide Authority (FPA)/Commitment of Compliance

Name of the SOCIAL SECURITY SYSTEM:
Project Reference Number:

Name of the Project:
Location of the Project:

AFFIDAVIT

I, (Representative of the Bidder), of legal age, (civil status), Filipino and residing at (Address of the Representative), after having been duly sworn to in accordance with the law, depose and state:

That I am the duly authorized representative of (Name of Company) with office address at _____ ;

That in compliance with the requirements of the SOCIAL SECURITY SYSTEM (SSS), I affirm that our company have verified and confirmed that the fertilizer/pesticide products it is going to use for janitorial services in SSS offices, if awarded the contract, have been registered with the appropriate government agency – the Fertilizer and Pesticide Authority (FPA) by its respective manufacturers/importers/distributors;

That our company shall use the same products listed in **Annex 1.3 - LIST OF FPA REGISTERED PRODUCTS TO BE USED FOR JANITORIAL SERVICES IN SSS** within the duration of the contract in accordance with the approved scope of service and methodology, benchmark and/or standards for Lot (*Specify the Lot No.*).

That I am executing this affidavit to attest to the truth of the foregoing statements; as one of the documentary requirements of the SSS; and for whatever legal intents and purposes it may serve.

FURTHER AFFIANT SAYETH NAUGHT.

AFFIANT

SUBSCRIBED AND SWORN TO before me this _____ day of _____ 20____, affiant exhibiting to me his/her Community Tax Certificate No. _____ issued on _____ at _____, Philippines.

(Notary Public)

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

ANNEXES

Annex 1

TECHNICAL PROPOSAL ANNEXES

SCOPE OF SERVICES & METHODOLOGY

Scope of Service/Subject Areas/Items	Standard	Methodology	Frequency	Statement of Compliance
A. Cleaning Service				
1.	Floors, stairways, ceiling & other horizontal surfaces Clean and glossy floors and other horizontal surfaces.	<p>Plain Cement</p> <ol style="list-style-type: none"> Sweep the floor with soft broom and throw dirt/waste paper into wastebasket. Follow up cleaning by damp mopping. General cleaning. <p>Granolithic Marble Finish</p> <p>Floor Preparation:</p> <ol style="list-style-type: none"> Strip the floor thoroughly with a floor stripper. Apply 1 full coat of floor sealer using a 4" paintbrush. Allow floor to dry 3-4 hours. Roughen the surface with sandpaper or a spray red buffing pad. Clean the dust and dirt. Apply a second coat of floor sealer. Let the floor dry thoroughly 3-4 hours. Apply the final coat of sealer and allow to dry completely. Floor finish or wax may be then applied. <p>Floor Protection</p> <ol style="list-style-type: none"> Apply liquid or paste wax in full, uniform coat, using a clean mop or cloth. Allow the floor to dry for at least 1 hour. Buff the floor using a low speed polisher with polishing pad (white) until the desired gloss is achieved. <p>Floor Maintenance</p> <ol style="list-style-type: none"> Dusts mop the floor regularly. Buff the floor regularly to maintain shine. Re-coat as needed with the previously applied floor wax finish when buffing does not provide good results. Buff the floor when completely dry. 	Daily Daily Weekly Weekly Weekly Weekly Daily Weekly Weekly Weekly Weekly	

Vinyl Tiles

Floor Preparation

1. Sweep the floor with a broom, dust mop or treated cloth to remove loose dirt, dust and litter.
2. Mix 1 part stripping solution with 4 parts of water.
3. Spread the stripping solution over the floor with a mop but avoid splashing it. Let the solution work its way in 5-10 minutes.
4. Scrub the floor using a floor machine, if any, with a scrub brush or stripping pad to remove wax and dirt build up.
5. Mop the dirty solution or use wet/dry vacuum cleaner.
6. Rinse using clean water mop and bucket. Spread water liberally, covering the entire floor.
7. Remove the rinse water with a mop or wet/dry vacuum cleaner.
8. Let the floor dry thoroughly (dry to the touch).

Weekly and/or
as often as
needed

Floor Protection:

1. Apply a full, uniform coat of sealer with a clean mop.
2. Allow the sealer to dry for at least 30 minutes.
3. Apply a second coat of sealer for better protection and durability but only after first coat is completely dry.
4. Let the floor dry thoroughly (dry to the touch).
5. Apply a full, uniform coat of floor finish with a clean mop.
6. Allow the floor to dry at least 30minutes.
7. Apply a second coat of floor finish after first coat is completely dry.
8. Let the floor thoroughly (dry to the touch).

Daily and/or as
often as
needed

Floor Maintenance:

1. Sweep the floor with a broom, dust mop or treated cloth to remove loose dirt, dust and litter.
2. Mix 1 part All-Purpose Cleaning Solution with 40 parts water.
3. Spread the solution over the floor. Use a wet (but not dripping) mop. Let the solution work its way in 2 minutes.
4. Spray regularly with solution then buff immediately using red pads to restore the shine.
5. Sweep the floor with a broom or collect dust with a vacuum cleaner.

Weekly

Weekly

Weekly

Weekly

Weekly

6. Damp mop the floor regularly with all purpose cleaning solution.

Periodic

1. Mix 1 part all purpose cleaning solution with 30 parts water.
2. Spread the solution over the floor. Leave for 2 minutes.
3. Scrub the floor with a low speed machine using a green scrubbing pad.
4. Mop the dirty solution or use wet/dry vacuum cleaner.
5. Rinse the floor thoroughly and let dry.
6. Apply a full coat of floor finish and let dry.

Quarterly and/or As Needed

Pebble Washout Finish

Floor Preparation

1. Strip the floor thoroughly with a quality chemical stripper. Remove gums with spatula or steel brush. Pressure wash floor to remove stubborn dirt and gums. Clean up dust and dirt thoroughly.
2. Apply floor sealer using a 4" paintbrush. Allow the floor to dry 3-4 hours.
3. Apply a second sealer. Let the floor dry thoroughly 3-4 hours.
4. Apply a final coat of sealer and allow to dry completely.

Quarterly and/or as Needed

Floor Maintenance

1. Dust mop the floor regularly.
2. Scrub floor every 4 months.
3. Re-coat as needed with the previously applied floor wax finish.
4. Buff the floor when completely dry.

Quarterly

Carpet Tile Finish

Floor Preparation

1. Clean up surface using an industrial canister- type dry vacuum cleaner to remove loose dirt, dust and litter.
2. Mix carpet shampoo in a pail and allow to foam.
3. Spread the foam over a portion of the carpet.
4. Immediately run brush until foam disappears (or use carpet shampoo machine instead of manual brushing).
5. Let the carpet dry from 2 to 4 hours.
6. Pass dry vacuum cleaner over surface to pick up loosened dirt.
7. Comb carpet surface with a dry brush.

Weekly and/or as needed

***HDF Laminates/Raised Floor
Finish***

Floor Preparation

1. Sweep the floor with a broom, dust mop or treated cloth to remove loose dirt, dust and litter.
2. Damp mop with a cleaning solution, not allowing drips to seep through the joints.
3. Dry buff surface using a low speed polisher (175 rpm) with white polishing pad until the desired gloss is achieved.

Others:

Empty and clean the trash cans every end of the day.

Vacuum clean dusty areas.

Remove gums/stubborn dirt on the floors with spatula or with cleaning solution.

Place doormats on entrance areas. Clean and mop wet/muddy areas.

Clean light diffusers to keep brighter illumination.

Remove cobwebs from ceiling and report to EFMD any damage or water marks.

Scrub and clean stairways of dusts, dirt, stains and foreign matter.

Apply furniture polish on wooden stair railings.

Fire escape stairways should always be free from obstructions.

Keep the fire escape stairways clean, clear and free from any obstruction thereon.

Daily

Weekly and/or as needed

Weekly and/or as needed

Daily

Weekly

Weekly

Daily

Monthly and/or as needed

Monthly and/or as needed

Daily

Quarterly

At All Times

2.	Walls, Doors, Partitions and Other Surfaces	Clean walls, slats, doors, air vent outlets, glass partitions and all other surfaces within the building premises – free from dust, dirt and stains.	Clean/wipe off smudges on walls, doors, partitions, etc. with right industrial cleaning solution. Wipe all doorknobs with disinfectant. Wax and polish all varnished wooden doors, walls, partitions, others. Report any damaged surfaces to the EFMD for appropriate action.	Daily Daily Weekly Immediately	
3.	Windows, grills and Frames, Glass Panes	Clean and clear window glass panes, grills and frames.	Wash and squeegee all glass panes inside and outside for a clean and clear view. Clean and polish all frames of windows to minimize rust and dust accumulation.	Weekly Weekly	

4.	Comfort Rooms and Drinking Fountains	<p>Toilet fixtures, mirrors, etc. should be free from stains, dirt, germs and foul smell.</p> <p>Clean and sanitize.</p>	<p>Empty, wash and disinfect trash receptacles.</p> <p>Check and clean vents and ledges.</p> <p>Dust mop or sweep out corners and floors.</p> <p>Apply cleaning solution to urinals and bowls. Clean interior and exterior of bowls and urinals.</p> <p>Clean mirrors.</p> <p>Clean lavatory/sinks, countertops and faucets.</p> <p>Clean wall partitions.</p> <p>Clean grout using a tile & grout rejuvenator. Spray and give time to remove discoloration. Wipe and rinse well. Once grout and tiles are clean, use a grout sealer. Apply according to product instructions.</p> <p>Declog lavatories, sinks and floor drains.</p> <p>Empty, wash and disinfect trash receptacles. Tie up old liner. Insert new liner.</p> <p>Report defective toilet fixtures/others to the EFMD</p>	<p>Hourly</p> <p>Hourly</p> <p>Hourly</p> <p>Daily</p> <p>Hourly</p> <p>Hourly</p> <p>Weekly and/or As needed</p> <p>Monthly and/or as needed</p> <p>Daily and/or as needed</p> <p>Daily</p> <p>Immediately</p>	
5.	Office Furniture, Equipment and Fixtures. <ul style="list-style-type: none"> • Tables • Chairs • Cabinets • Office Equipment • Fixtures 	<p>Clean and sanitize at all times – free from dust, stains and pests.</p>	<p>Remove dust, stains, and marks on top of tables, cabinets, chairs and office equipment.</p> <p>Keep all furniture glossy and clean.</p> <p>Empty and disinfect wastebaskets at all times.</p> <p>Shampoo and vacuum-clean all fabric upholstery.</p> <p>Disinfect all chairs, tables and cabinets.</p> <p>Report any damaged/defective furniture to the EFMD</p>	<p>Daily</p> <p>Weekly</p> <p>Daily</p> <p>Monthly or As Needed</p> <p>Weekly</p> <p>Immediately</p>	
6.	Records and Stock Rooms	<p>Clean and free from dust and insects/ pest/ rodents.</p>	<p>Vacuum-clean and disinfect records.</p> <p>Sweep, scrub and mop all floors of stockroom.</p> <p>Report presence of insects/pests/ rodents to the EFMD</p>	<p>Weekly</p> <p>Daily</p> <p>Monthly</p>	
7.	Blinds and Carpets	<p>Clean and free from dust, stains and foul odor.</p>	<p>Wipe off dust and dirt from surfaces of venetian blinds.</p> <p>Report damaged blinds to the EFMD Remove, wash, and rinse venetian blinds and reinstall it to original position.</p> <p>Remove gums/dirt/stains on carpet.</p> <p>Shampoo carpets and vacuum clean and dry.</p>	<p>Daily</p> <p>Immediately</p> <p>Monthly</p> <p>Weekly</p>	

8.	Building Surroundings (SSS Owned-Properties)	Clean and litter-free parking areas, driveways & sidewalks	Sweep all dried leaves and litters in all surroundings/area and throw it to garbage bins. Wash and brush sidewalks. Pressure wash concrete surfaces with grease, oil and other sticky substances. De-clog all catch basins/drainage manholes. Clean and remove leaves and debris from roof and gutters.	Daily Weekly Weekly Weekly and/or as needed Weekly and/or as needed	
9.	Garbage Collection	Well-kept garbage storage areas Trash receptacles and garbage bins should be free from foul smell, bacteria and breeding area for insects.	Provide adequate trash receptacles to various work areas with plastic bag. Segregate trash/garbage in color-coded trash bags at the garbage area behind the building. Coordinate with LGU for the collection and hauling of garbage and trash. The collection shall be done at least thrice a week from 6:00 A.M. onwards. Use big black plastic bag to contain trash. Spray disinfectants to garbage depository. Collect, sort and place trash/garbage according to type in its respective depositories. Examine trash receptacles for any accidentally thrown important items and report it to concerned employee, if any. Wash and disinfects trashcans.	Daily Daily Daily Daily Daily Daily Daily	
10.	Lifting/Hauling / Transport Services	Provide lifting, moving and hauling works to requesting offices / departments.	Make available a pool of janitors who will attend to urgent requests for hauling/transfer/transport of supplies, furniture or equipment, records, etc. within, to and from the Offices/Unit.	Daily	
11.	Other Janitorial Services		Make available janitors and materials to attend to urgent requests for additional cleaning works.	Daily	
B.	Elevator Operation (SSS Owned-Properties)	Ensure continuous, efficient and safe transport of passengers, records, supplies, etc. to any floor.	Deploy trained, qualified and courteous operators. Clean elevator cages of dust and dirt. Conduct general cleaning, scrubbing, polishing and disinfecting of interiors. Provide each elevator operator with working flashlight when operating the elevator.	Daily Daily Weekly Anytime Daily	

			Apply air freshener to maintain clean smell. Report any malfunctioning elevator to concerned EFMD	Immediately	
C.	Landscape/ Indoor Plants Maintenance (SSS Owned-Properties)	Ensure healthy growth of plants, trees and grass and well-groomed/ cultivated gardens.	Cultivate and weed garden soil. Water plants. Apply fertilizers. Spray insecticides to plants and trees. Trim tree branches to clear obstructions/hazards. Trim grass, bush, and shrubs for healthy growth.	Daily Daily Quarterly As needed As needed As needed	
D.	Basic Pest Control	Building and surroundings are free from cockroaches, ants, mosquitoes, rodents and other insects/pests.	Spray insecticide whenever flying and crawling insects proliferate and thrive. Apply pesticide whenever rodents and crawling pests proliferate and thrive. Submit report of pest control applications.	Weekly and/or as needed Semi-Monthly and/or as needed Monthly	

NOTE:

The Bidder must state "Comply" under the column Bidder's Proposal to indicate his conformity opposite each methodology. If he deems that additional methodologies can further enhance the desired objectives, he must state in additional sheets such activities he deems necessary under the respective scope and areas of services.

Prepared and Concurred by:

Printed Name and Signature : _____

Position : _____

Agency : _____

Address : _____

Contact No. : _____

Date Prepared : _____

Annex 1.2

**MANPOWER COMPLEMENT AND DEPLOYMENT FOR
NCR PROPERTIES**

Office/Unit		Area (sq.m.)	Floors	Manpower Complement	Bidder's Proposal	Remarks (For SSS Use Only)
1	Makati Building	8671.82	12	12		
2	HK Sun Plaza	2,512.62	1	10		
3	East Triangle Property and Motorpool	1,804.87	1	2		
SUB TOTAL				24		

Prepared and Concurred by:

Printed Name and Signature : _____

Position : _____

Company : _____

Address : _____

Contact No. : _____

Date Prepared : _____

Annex 1.3

**STANDARD JANITORIAL SUPPLIES AND MATERIALS
FOR VALIDATION WITH FDA/FPA (LOT NO. ____)**

This is a typical Form for all LOTS: (FOR FDA VALIDATION)

	Product	Unit	Brand Name	Certification of Product Registration (CPR) No.
CLEANING SOLUTIONS				
1	Cleaner	gallon		
2	Stripper	gallon		
3	Sealer	gallon		
4	Wax	gallon		
5	Spray (Buffing)	gallon		
6	Toilet Bowl Cleaner	gallon		
7	Glass Cleaner	gallon		
8	Carpet Shampoo	gallon		
9	High Gloss Finish Wax	gallon		
10	Liquid Bleach	gallon		
11	Muriatic Acid	gallon		
12	Air Freshner, 120 ml	can		
13	Deodorant Cake	piece		
14	Disinfectant Liquid spray	gallon		
15	Liquid Declogger	gallon		
PESTICIDE & FERTILIZER PRODUCTS				
1	Insect Aerosol Spray, 120 ml	can		
2	Rat bait, med	box		

This is to certify that the household products listed above had passed the quality assurance of **FDA/FPA** as verified from said agency by our Company. If awarded with the janitorial service contract with SSS, our company is committed to use the said products and other supplies and materials as required in the corresponding awarded Lot/Project, SSS approved Scope of Services and Methodology/Standards.

Prepared by: _____
Signature Over Printed Name

Date : _____

Position : _____

Company : _____

Business Address: _____

Note: Only one (1) List of Products may be submitted by a bidder for more than one (1) Lot containing all the products prescribed by SSS for said Lots. Delete the product from the List that is not among those required in the Lot the Bidder wants to bid or indicate "NA" opposite the product name. The above-listed products are subject to validation/confirmation from the concerned agencies.

Annex 1.4

**STANDARD ONE-YEAR JANITORIAL SUPPLIES AND MATERIALS
NCR PROPERTIES**

	Particulars	Unit	Total Quantity	MAKATI BLDG.	HK SUN PLAZA	EAST TRIANGLE PROPERTY & MOTORPOOL
Cleaning Solutions (Refer to Annex B.1 Benchmark for Cleaning Solutions)						
1	Cleaner	gallons	507.61	342.06	81.16	84.39
2	Stripper	gallons	77.03	73.04	-	3.98
3	Sealer	gallons	192.57	182.61	-	9.96
4	Wax	gallons	283.88	273.92	-	9.96
5	Spray	gallons	152.36	143.73	-	8.63
6	Toilet bowl cleaner	gallons	315.70	166.59	131.92	17.19
7	Glass cleaner	gallons	36.67	25.61	0.27	10.78
9	Carpet Shampoo	gallons	2.33	2.33	-	-
Other Cleaning Solutions						
			-			
1	Liquid Bleach	gallons	129.11	106.06	16.88	6.17
2	Muriatic acid	gallons	128.12	106.06	16.88	5.19
Other Janitorial Supplies						
			-			
1	Air freshener	280 ml/can	54.00	36.00	6.00	12.00
2	Bowl brush	pieces	300.00	148.00	136.00	16.00
3	Broom, ceiling w/ nylon bristles	pieces	87.00	58.00	17.00	12.00
4	Broom, soft	pieces	87.00	58.00	17.00	12.00
5	Broom, stick	pieces	87.00	58.00	17.00	12.00
6	Deodorant cake	pieces	3,600.00	1,776.00	1,632.00	192.00
7	Liquid Soap	gallons	102.00	54.00	24.00	24.00
8	Hang Soap Dispencer	pieces	28.00	24.00	2.00	2.00
9	Disinfectant liquid	gallons	129.11	106.06	16.88	6.17
10	Drain cleaner (liquid declogger)	gallons	450.00	222.00	204.00	24.00
11	Dust pans	pieces	48.00	24.00	20.00	4.00
12	Duster with extension handle	pieces	48.00	24.00	20.00	4.00
13	Feather duster	pieces	48.00	24.00	20.00	4.00
14	Furniture polish	330 ml/can	36.00	12.00	12.00	12.00
15	Gloves, rubberized	pairs	48.00	24.00	20.00	4.00
16	Hand pad	pieces	389.00	260.00	75.00	54.00
17	Mop handle - wooden	pieces	48.00	24.00	20.00	4.00
18	Mop head - cotton (color coded)	pieces	96.00	48.00	40.00	8.00
19	Pad, 16" polishing (white)	pieces	28.00	24.00	2.00	2.00
20	Pad, 16" spraybuffing (red)	pieces	28.00	24.00	2.00	2.00
21	Pad, 16" stripping (black)	pieces	28.00	24.00	2.00	2.00
22	Pad, 16" scrubbing (blue)	pieces	28.00	24.00	2.00	2.00
23	Rags, cotton	pieces	3,380.00	2,236.00	676.00	468.00
24	Steel brush - small	pieces	12.00	4.00	4.00	4.00
25	Trash bags (color coded) - XL	pieces	8,736.00	7,488.00	624.00	624.00
26	Trigger sprayer, plastic	pieces	28.00	24.00	2.00	2.00
Basic Pest Control						
			-			
1	Insect Aerosol Spray - 300ml	cans	108.00	36.00	36.00	36.00
2	Rat Bait	boxes	108.00	36.00	36.00	36.00

Annex 1.5

**STANDARD TOOLS AND EQUIPMENT
NCR PROPERTIES**

The Contractor shall provide and make available the following items at no added cost to SSS but required in the performance of all its services. Additional or other equipment shall be included on a need basis.

	Item	Quantity	Standard	Bidder's Proposed Quantity	Remarks (SSS Use Only)
1	Aluminum Ladder	3	1 unit / Office/Unit		
2	Bolo	4	1 unit / Office/Unit		
3	Bucket with wringer	3	1 unit / Office/Unit		
4	Buggy cart (for garbage collection)	3	1 unit / Office/Unit		
5	Bush Cutter	3	1 unit / Office/Unit		
6	Caution signs "Wet Floor" A-type	9	2 units / Office/Unit		
7	Extension wire (50 m)	3	1 set / Office/Unit		
8	Flashlight with batteries	14			
9	Floor polisher, 17" (175-300 rpm)	5	1 unit / Office/Unit		
10	Grass Scissors	3	1 unit / Office/Unit		
11	Hand Truck	3	1 unit / Office/Unit		
12	Plastic drum	3	1 unit / Office/Unit		
13	Plastic pail	64			
14	Platform	3	1 unit / Office/Unit		
15	Garden Hose (300m) & accessories	3	1 unit / Office/Unit		
16	Spray Nozzle	6	2 units / Office/Unit		
17	Pressurized Washer	3	1 unit / Office/Unit		
18	Protective Goggles	14			
19	Push Cart	4	1 unit / Office/Unit		
20	Garden Saw	3	1 unit / Office/Unit		
21	Ropes, pulley, etc	3	1 unit / Office/Unit		
22	Safety belt harness and accessories	5	1 unit / Office/Unit		
23	Shovel	4	1 unit / Office/Unit		
24	Flat Spade	4	1 unit / Office/Unit		
25	Spatula	3	1 pc / Office/Unit		
26	Sprayer, insecticide	3	1 unit / Office/Unit		
27	Squeegee, glass wiper	3	1 pc / Office/Unit		
28	Squeegee bucket	3	1 pc / Office/Unit		
29	Suction cup	6	2 pcs / Office/Unit		
30	Tong	3	1 pc / Office/Unit		
31	Trowel cultivation	4	1 unit / Office/Unit		
32	Utility belt bag	24	1 pc /Janitor		
33	Utility cart	3	1 pc / Office/Unit		
34	Waste basket with cover	3	1 pc / Office/Unit		
35	Vacuum cleaner, wet and dry type	Verify actual	1 unit / Office/Unit (As need arises for other Offices)		

Prepared By: _____

Printed name and Signature: _____

Position: _____

Company: _____

Address: _____

Contact No.: _____

Date Prepared: _____

Annex 1.6

**COVERAGE OF JANITORIAL SERVICES
NCR PROPERTIES**

OFFICE/UNIT	ADDRESS
1. Makati Building	SSS Makati Bldg., Ayala Ave., corner V.A. Rufino St., Makati City
2. HK Sun Plaza	SSS FCA Property, 8001 Financial Center, Roxas Boulevard, Pasay City
3. East Triangle Property and Motorpool	East Avenue, Brgy. Pinyahan, Diliman, Quezon City

Annex 2

FINANCIAL PROPOSAL ANNEXES

Annex 2.1

**BID BREAKDOWN
COST OF 1-YEAR JANITORIAL SERVICES
NCR PROPERTIES**

		Annex	No. of Janitorial Personnel	Monthly Cost (in PhP)	Annual Rate (in PhP)
I.	Amount Due To Employees	2.1	24	Php 351,719.67	Php 4,220,636.04
II	Amount Due To Government Agencies	2.1	24	Php 30,828.96	Php 369,947.52
III.	Supplies And Materials Cost				
IV.	Administrative Overhead and Profit Margin =[(I+II+III) (up to 12%)]				
V.	Total Service Cost (I + II + III + IV)				
VI.	Value Added Tax = (12% of V)				
VII.	Total Cost Inclusive Of VAT (V + VI)				

The Total Overhead and Profit Margin which include the Pre-deployment Expenses shall not be less than 10% but not more than 12% of the Sum of Direct Labor, Due to Government Agencies and Supplies and Materials Cost. Cost proposal should be inclusive of VAT and other charges

Note: Only the bids for items III, IV, V, VI AND VII shall be indicated by the bidder.

Prepared and Concurring by : _____

Printed Name and Signature : _____

Position : _____

Company : _____

Address : _____

Contact No. : _____

Date Prepared : _____

Annex 2.2

**DETAILED BREAKDOWN
LABOR & DUES TO GOVERNMENT AGENCIES
NCR PROPERTIES**

	BRANCH	TOTAL	MAKATI BLDG.	HK SUN PLAZA	EAST TRIANGLE PROPERTY & MOTORPOOL
	Manpower Complement	24	12	10	2
	Applicable Daily Rate (ADR)		502.00	502.00	502.00
	ECOLA Rates		10.00	10.00	10.00
	Wage Order No.		NCR-21	NCR-21	NCR-21
	Effectivity of WO		10/5/2017	10/5/2017	10/5/2017
	No. of Working Days		313	313	313
I.	Amount Due to Employee				
	Equivalent Monthly Rate		13,093.83	13,093.83	13,093.83
	13th Month Pay		1,091.15	1,091.15	1,091.15
	5-Day Service Incentive Leave		209.17	209.17	209.17
	ECOLA		260.83	260.83	260.83
	Total Amount Due to Employee		14,654.99	14,654.99	14,654.99
	Total Amount Due to Employees	351,719.67	175,859.83	146,549.86	29,309.97
II.	Amount Due to Government Agencies				
	(ER Share in Contribution - Based on I. Net of 13th Mo. Pay)		13,563.83	13,563.83	13,563.83
	SSS		994.50	994.50	994.50
	ECC		10.00	10.00	10.00
	Philhealth		180.04	180.04	180.04
	HDMF		100.00	100.00	100.00
	Amount Due to Government Agencies per Employee		1,284.54	1,284.54	1,284.54
	Total Amount Due to Government Agencies	30,828.96	15,414.48	12,845.40	2,569.08
12% of (IV), inclusive of uniform					
Equivalent Monthly Rate (EMR) = ADR x 313 days / 12					
Where:					
Total Calendar Days = 365 days					
Total Sundays = 52 days					
Effective Total Working Days = 313 days					
13th Month Pay = EMR/12 months					
5 Day Service Incentive Leave = ADR x 5/12					

Annex 3

SUPPLIES AND MATERIALS

Annex 3.1

COST OF ONE-YEAR SUPPLIES AND MATERIALS PEST CONTROL AND LANDSCAPING MATERIALS						
SSS NCR PROPERTIES						
FOR VARIOUS TYPES OF FLOORS, COMFORT ROOMS AND WINDOWS						
	Particulars	Unit	Total Quantity (TQ)	BRAND NAME	UNIT COST (UC)	TOTAL COST (TQ x UC)
Cleaning Solutions						
1	Cleaner	gallons	507.61			
2	Stripper	gallons	77.03			
3	Sealer	gallons	192.57			
4	Wax	gallons	283.88			
5	Spray	gallons	152.36			
6	Toilet bowl cleaner	gallons	315.70			
7	Glass cleaner	gallons	36.67			
8	Carpet Shampoo	gallons	2.33			
Other Cleaning Solutions						
1	Liquid Bleach	gallons	129.11			
2	Muriatic acid	gallons	128.12			
Other Janitorial Supplies						
1	Air freshener	280 ml/can	54.00			
2	Bowl brush	pieces	300.00			
3	Broom, ceiling w/ nylon bristles	pieces	87.00			
4	Broom, soft	pieces	87.00			
5	Broom, stick	pieces	87.00			
6	Deodorant cake	pieces	3,600.00			
7	Liquid Soap	gallons	102.00			
8	Hang Soap Dispencer	pieces	28.00			
9	Disinfectant liquid	gallons	129.11			
10	Drain cleaner (liquid declogger)	gallons	450.00			
11	Dust pans	pieces	48.00			
12	Duster with extension handle	pieces	48.00			
13	Feather duster	pieces	48.00			
14	Furniture polish	330 ml/can	36.00			
15	Gloves, rubberized	pairs	48.00			
16	Hand pad	pieces	389.00			
17	Mop handle - wooden	pieces	48.00			
18	Mop head - cotton (color coded)	pieces	96.00			
19	Pad, 16" polishing (white)	pieces	28.00			
20	Pad, 16" spraybuffing (red)	pieces	28.00			
21	Pad, 16" stripping (black)	pieces	28.00			
22	Pad, 16" scrubbing (blue)	pieces	28.00			
23	Rags, cotton	pieces	3,380.00			
24	Steel brush - small	pieces	12.00			
25	Trash bags (color coded) - XL	pieces	8,736.00			
26	Trigger sprayer, plastic	pieces	28.00			
Basic Pest Control						
1	Insect Aerosol Spray - 300ml	cans	108.00			
2	Rat Bait	boxes	108.00			

Prepared and Concurred By : _____

Printed Name and Signature : _____

Position : _____

Company : _____

Address : _____

Contact No. : _____

Annex 4

PERFORMANCE EVALUATION OF JANITORIAL SERVICES



Republic of the Philippines
SOCIAL SECURITY SYSTEM

Branch _____

PERFORMANCE EVALUATION OF SERVICE PROVIDER

JANITORIAL SERVICE PROVIDER

Applicable Month/Year : _____

RATING SCALE		
Score	Numerical	Adjectival
100.00	5	Outstanding (O)
90-99.99	4	Very Satisfactory (VS)
75-89.99	3	Satisfactory (S)
60-74.99	2	Unsatisfactory (US)
59.99-below	1	Poor (P)

CRITERIA	POINTS	REMARKS
I. CONTRACT ADMINISTRATION AND MANAGEMENT		
A. COMPLETION OF WORKDAYS		
- Availability of Relievers 5 points		
- Availability of Project Manager/Supervisor 5 points		
- Compliance to required number of working days 5 points		
B. SALARIES AND WAGES		
- Paid in accordance to schedule 5 points		
- Full settlement of salaries 5 points		
C. SUPPLIES & MATERIALS		
- Quality of supplies delivered 5 points		
- Quantity of supplies delivered 5 points		
- Availability of service equipment, tools and supplies 5 points		
D. TIMELY SUBMISSION OF ACCURATE BILLINGS. 5 points		
E. COMPLIANCE TO OTHER TERMS AND CONDITIONS OF THE CONTRACT. 5 points		
II. SERVICE QUALITY		
A. CLEANING SERVICES 5 points		
B. HAULING SERVICES 5 points		
C. LANDSCAPE MAINTENANCE 5 points		
D. BASIC PEST CONTROL 5 points		
III. TIME MANAGEMENT		
A. DELIVERY OF SERVICES 5 points		
B. ATTENDANCE OF SERVICE PERSONNEL 5 points		
IV. MANAGEMENT AND SUITABILITY OF PERSONNEL		
A. COURTESY, DISCIPLINE, EFFICIENCY, HONESTY AND COOPERATION 5 points		
B. COMPLETE UNIFORM, ID, AND GOOD GROOMING 5 points		
C. PHYSICALLY AND MENTALLY FIT 5 points		
V. PROVISION OF REGULAR PROGRESS REPORT		
- Monthly Performance Evaluation of Janitorial Personnel 5 points		
OVERALL RATING	100 points	
OBSERVATIONS:	RECOMMENDATIONS:	
Rated By : SIGNATURE OVER PRINTED NAME Section Head, Administrative	Approved By : SIGNATURE OVER PRINTED NAME Branch Head	

Annex 4.2

PERFORMANCE EVALUATION OF JANITORIAL PERSONNEL
For the Month of _____

Contractor:	Service Personnel:	Assigned Area:
-------------	--------------------	----------------

Indicate the rating opposite the applicable scope of service assigned to the service personnel. Write "NA" if not applicable. Rating Scale: 1 – Poor; 2 – Needs Improvement; 3 – Satisfactory; 4 – Very Satisfactory; 5 – outstanding

Standards	Scope of Services	Rating
I. QUALITY OF SERVICE DELIVERED		
A. Cleaning Services		
1. Clean and free from litter, wet spots, stain, foul smell, dust, dirt and cobwebs.	Floors	
	Fire Exit Stairways	
	Ceiling	
	Walls	
	Office Furniture	
	Tables	
	Chairs	
	Carpets	
2. Clean slats, doors, air vents, glass partitions and all other vertical surfaces, free from dust, dirt and stain.	Walls	
	Doors/partitions	
	Bulletin Boards	
	Drinking Fountain	
3. Clean and clear window glass panes, grills and frames.	Stairways/stair cases	
	Window grills, frames	
4. Clean and sanitized comfort rooms.	Glass panes	
	Lavatories	
	Mirrors	
	Toilet Bowls	
	Urinals	
	Glass windows	
	Walls & ceilings	
5. Clean and free from dust, mosquitoes and other crawling insects.	Records Room	
	Stock Room	
6. Clean & litter-free parking areas, driveways & sidewalks.	Building surroundings	
B. Hauling Services		
1. Provide lifting, moving and hauling works	Lifting/hauling services	
C. Landscape Maintenance		
1. Maintain healthy plants, trees & grass. Well-groomed & cultivated garden.	Landscaped areas	

D. Basic Pest Control		
1. Free from cockroaches, ants, mosquitoes, rodents & other insects/pests.	Records Room	
	Stock Room	
	Pantry areas	
II. TIME MANAGEMENT		
A. Delivery of Services		
B. Delivery of Supplies and Materials		
C. Attendance of Service Personnel		
III. PERSONAL ATTRIBUTES		
1. Courtesy		
2. Discipline		
3. Efficiency, Honesty and Cooperation		
4. Complete Uniform, ID & Good Grooming		
5. Physically and Mentally Fit		
	Final Rating	

Observations:	Recommendations:

Rated by:	Reviewed & Concurred by:	Approved by:
Janitorial Supervisor/Coordinator	Section Head, Administrative	Department Manager III, EFMD

Annex 5

MONTHLY INSPECTION AND TEST

REPORT FORM

(to be accomplished by SSS Authorized

representative

**MONTHLY INSPECTION REPORT
OF SUPPLIES AND MATERIALS**

OFFICE/UNIT _____

	Product	Quantity (in accordance with One-Year Standard Supplies and Materials and Monthly Schedule of Delivery, Sec. VI schedule of Requirement of BTD)	Quality (in accordance with the Standard Janitorial Supplies and Materials)	Monthly Schedule of Delivery (in accordance with Sec. VI Schedule of Requirement of BTD)	Remarks
CLEANING SOLUTIONS					
1	Air freshener				
2	Deodorant cake				
3	Disinfectant liquid				
4	Drain cleaner (liquid declogger)				
5	Liquid Bleach				
6	Muriatic acid				
7	Cleaner				
8	Floor stripper				
9	Floor sealer				
10	Floor maintainer				
11	Spray buff cleaner				
12	Floor emulsion wax				
13	Toilet & urinal bowl cleaner				
14	Stone wax				
15	Carpet shampoo				
16	Carpet extraction cleaner				
17	Glass cleaner				

Inspected by: _____
Signature Over Printed Name

Date: _____

Section Head, Administrative

Approved by: _____
Department Manager III, EFMD

Date: _____

Annex 5.2

**MONTHLY INSPECTION REPORT
OF TOOLS AND EQUIPMENT**

The contractor shall provide and make available the following items at no added cost to SSS but required in the performance of all its services. Additional or other equipment shall be included on a need basis.

Item		Quantity (in accordance with One-Year Standard Tools and Equipment)	Quality/Working Condition of the Tools and Equipment	Remarks
1	Aluminum ladder	1 unit per Office/Unit		
2	Bucket with wringer	1 unit per Office/Unit		
3	Buggy cart (for garbage collection)	1 unit per Office/Unit		
4	Caution signs "Wet Floor" A Type	2 units per Office/Unit		
5	Extension wire (15 meters)	1 set per Office/Unit		
6	Floor Polisher, 17" (175-300 rpm)	1 unit per Office/Unit		
7	Plastic Drum	1 unit per Office/Unit		
8	Plastic Pail	1 unit per Office/Unit		
9	Garden Hose (300 m.) & accessories	1 unit per Office/Unit		
10	Pressurized Washer	1 unit per Office/Unit		
11	Spatula	1 piece per Office/Unit		
12	Squeegee, glass wiper	1 piece per Office/Unit		
13	Squeegee bucket	1 piece per Office/Unit		
14	Suction cup	2 pieces per Office/Unit		
15	Tong	1 piece per Office/Unit		
16	Utility Belt Bag	1 piece per Janitor		
17	Utility cart	1 piece per Office/Unit		
18	Color-coded Trash Cans with cover (Biodegradable, Non-biodegradable, Recyclable)	1 set per Office/Unit		
19	Flashlight w/ batteries	1 piece per Office/Unit		
20	Vacuum cleaner, wet & dry type	1 unit per Office/Unit As the need arises for other offices		

Inspected by: _____

Date: _____

Signature Over Printed Name

Section Head, Administrative

Approved by: _____

Date: _____

Department Manager III, EFMD

Annex 6

MONTHLY SCHEDULE OF DELIVERY OF JANITORIAL SUPPLIES AND MATERIALS

6.1 NCR Properties

Annex 6.1.1 Makati Building

Type your unit cost under this column

MONTHLY DELIVERY SCHEDULE OF SUPPLIES WITH COST		Unit Cost	Unit	Qty	January		February		March		April		May		June		July		August		September		October		November		December		Total Amount	
					MAKATI BLDG	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty		Cost
STANDARD PROCESS AND CLEANING SOLUTIONS FOR FLOORS, COMFORT ROOMS AND WINDOW GLASSES																														
1	Cleaner		gallons	342.06	29.06	0	29	0	29	0	29	0	29	0	29	0	28	0	28	0	28	0	28	0	28	0	28	0	28	0
2	Stripper		gallons	73.04	7.04	0	6	0	6	0	6	0	6	0	6	0	6	0	6	0	6	0	6	0	6	0	6	0	6	0
3	Sealer		gallons	182.61	16.61	0	16	0	15	0	15	0	15	0	15	0	15	0	15	0	15	0	15	0	15	0	15	0	15	0
4	Wax		gallons	273.92	23.92	0	23	0	23	0	23	0	23	0	23	0	23	0	23	0	23	0	22	0	22	0	22	0	22	0
5	Spray		gallons	143.73	12.73	0	12	0	12	0	12	0	12	0	12	0	12	0	12	0	12	0	12	0	12	0	12	0	11	0
6	Toilet bowl cleaner		gallons	166.59	14.59	0	14	0	14	0	14	0	14	0	14	0	14	0	14	0	14	0	14	0	13	0	13	0	13	0
7	Glass cleaner		gallons	25.61	3.61	0	2	0	2	0	2	0	2	0	2	0	2	0	2	0	2	0	2	0	2	0	2	0	2	0
8	Stone Wax		gallons	0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9	Carpet Shampoo		gallons	2.33	2.33	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10	Carpet Cleaner		gallons	0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11	High Gloss Finish Wax		gallons	0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	SUBTOTAL 1																													
OTHER STANDARD CLEANING SOLUTIONS																														
1	Liquid Bleach		gallons	106.06	9.06	0	9	0	9	0	9	0	9	0	9	0	9	0	9	0	9	0	9	0	8	0	8	0	8	0
2	Muriatic acid		gallons	106.06	9.06	0	9	0	9	0	9	0	9	0	9	0	9	0	9	0	9	0	9	0	8	0	8	0	8	0
	SUBTOTAL 2																													
OTHER JANITORIAL SUPPLIES																														
1	Air freshener , 120 ml		can	36.00	3	0	3	0	3	0	3	0	3	0	3	0	3	0	3	0	3	0	3	0	3	0	3	0	3	0
2	Bowl brush		pieces	148.00	13	0	13	0	13	0	13	0	12	0	12	0	12	0	12	0	12	0	12	0	12	0	12	0	12	0
3	Broom, ceiling w/ nylon bristles		pieces	58.00	15	0	0	0	0	0	15	0	0	0	0	14	0	0	0	0	0	14	0	0	0	0	0	0	0	
4	Broom, soft		pieces	58.00	15	0	0	0	0	0	15	0	0	0	0	14	0	0	0	0	0	14	0	0	0	0	0	0	0	
5	Broom, stick		pieces	58.00	15	0	0	0	0	0	15	0	0	0	0	14	0	0	0	0	0	14	0	0	0	0	0	0	0	
6	Deodorant cake		pieces	1776.00	148	0	148	0	148	0	148	0	148	0	148	0	148	0	148	0	148	0	148	0	148	0	148	0	148	0
7	Liquid Soap		gallons	54.00	5	0	5	0	5	0	5	0	5	0	5	0	4	0	4	0	4	0	4	0	4	0	4	0	4	0
9	Handsoap Dispenser		poeces	24.00	24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
10	Disinfectant liquid		gallons	106.06	9.06	0	9	0	9	0	9	0	9	0	9	0	9	0	9	0	9	0	9	0	8	0	8	0	8	0
11	Drain cleaner (liquid declogger)		gallons	222.00	19	0	19	0	19	0	19	0	19	0	19	0	18	0	18	0	18	0	18	0	18	0	18	0	18	0
12	Dust pans		pieces	24.00	12	0	0	0	0	0	0	0	0	0	0	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Type your unit cost under this column

MONTHLY DELIVERY SCHEDULE OF SUPPLIES WITH COST		Unit Cost	Unit	Qty	January		February		March		April		May		June		July		August		September		October		November		December		Total Amount	
					MAKATI BLDG	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty		Cost
13	Duster with extension handle		pieces	24.00	12	0	0	0	0	0	0	0	0	0	0	0	12	0	0	0	0	0	0	0	0	0	0	0	0	0
14	Feather duster		pieces	24.00	12	0	0	0	0	0	0	0	0	0	0	0	12	0	0	0	0	0	0	0	0	0	0	0	0	
15	Furniture polish, 330 ml		can	12.00	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	0	
16	Gloves, rubberized		pairs	24.00	12	0	0	0	0	0	0	0	0	0	0	0	12	0	0	0	0	0	0	0	0	0	0	0	0	
17	Hand pad		pieces	260.00	22	0	22	0	22	0	22	0	22	0	22	0	22	0	22	0	21	0	21	0	21	0	21	0	0	
18	Mop handle - wooden		pieces	24.00	12	0	0	0	0	0	0	0	0	0	0	0	12	0	0	0	0	0	0	0	0	0	0	0	0	
19	Mop head - cotton (color coded)		pieces	48.00	12	0	0	0	0	0	12	0	0	0	0	0	12	0	0	0	0	0	0	12	0	0	0	0	0	
20	Pad, 16" polishing (white)		pieces	24.00	2	0	2	0	2	0	2	0	2	0	2	0	2	0	2	0	2	0	2	0	2	0	2	0	0	
21	Pad, 16" spraybuffing (red)		pieces	24.00	2	0	2	0	2	0	2	0	2	0	2	0	2	0	2	0	2	0	2	0	2	0	2	0	0	
22	Pad, 16" stripping (black)		pieces	24.00	2	0	2	0	2	0	2	0	2	0	2	0	2	0	2	0	2	0	2	0	2	0	2	0	0	
23	Pad, 16" scrubbing (blue)		pieces	24.00	2	0	2	0	2	0	2	0	2	0	2	0	2	0	2	0	2	0	2	0	2	0	2	0	0	
24	Rags, cotton		pieces	2336.00	195	0	195	0	195	0	195	0	195	0	195	0	195	0	195	0	194	0	194	0	194	0	194	0	0	
25	Steel brush - small		pieces	4.00	1	0	1	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
26	Trash bags (color coded) - XL		pieces	7488.00	624	0	624	0	624	0	624	0	624	0	624	0	624	0	624	0	624	0	624	0	624	0	624	0	0	
27	Trash Bin (color coded)		pieces	3.00	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
28	Trigger sprayer, plastic		pieces	24.00	12	0	0	0	0	0	0	0	0	0	0	0	12	0	0	0	0	0	0	0	0	0	0	0	0	
29	Paint brush 1"		pieces	0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
SUBTOTAL 3																														
STANDARD BASIC PEST CONTROL SUPPLIES																														
1	Insect Aerosol Spray - 300ml		cans	36.00	3	0	3	0	3	0	3	0	3	0	3	0	3	0	3	0	3	0	3	0	3	0	3	0	0	
2	Rat Bait		boxes	36.00	3	0	3	0	3	0	3	0	3	0	3	0	3	0	3	0	3	0	3	0	3	0	3	0	0	
SUBTOTAL 4																														
STANDARD LANDSCAPING SUPPLIES AND MATERIALS																														
1	Complete fertilizer (14+14+14)		kg.	0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	

Annex 6.1.2 HK Sun Plaza

Type your unit cost under this column

MONTHLY DELIVERY SCHEDULE OF SUPPLIES WITH COST		Unit Cost	Unit	January		February		March		April		May		June		July		August		September		October		November		December		Total Amount	
				Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost		
NCR PROPERTIES			HK SUN PLAZA	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost		
STANDARD PROCESS AND CLEANING SOLUTIONS FOR FLOORS, COMFORT ROOMS AND WINDOW GLASSES																													
1	Cleaner		gallons	81.16	7.16	0	7	0	7	0	7	0	7	0	7	0	7	0	7	0	7	0	6	0	6	0	6	0	
2	Stripper		gallons	0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
3	Sealer		gallons	0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
4	Wax		gallons	0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
5	Spray		gallons	0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
6	Toilet bowl cleaner		gallons	131.92	11.92	0	11	0	11	0	11	0	11	0	11	0	11	0	11	0	11	0	11	0	11	0	10		
7	Glass cleaner		gallons	0.27	0.27	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
8	Stone Wax		gallons	0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
9	Carpet Shampoo		gallons	0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
10	Carpet Cleaner		gallons	0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
11	High Gloss Finish Wax		gallons	0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	SUBTOTAL 1																												
OTHER STANDARD CLEANING SOLUTIONS																													
1	Liquid Bleach		gallons	16.88	2.88	0	2	0	2	0	2	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	
2	Muriatic acid		gallons	16.88	2.88	0	2	0	2	0	2	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	
	SUBTOTAL 2																												
OTHER JANITORIAL SUPPLIES																													
1	Air freshener , 120 ml		can	6.00	1	0	1	0	1	0	1	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	
2	Bowl brush		pieces	136.00	12	0	12	0	12	0	12	0	11	0	11	0	11	0	11	0	11	0	11	0	11	0	11	0	
3	Broom, ceiling w/ nylon bristles		pieces	17.00	10	0	0	0	0	0	0	0	0	0	0	7	0	0	0	0	0	0	0	0	0	0	0	0	
4	Broom, soft		pieces	17.00	10	0	0	0	0	0	0	0	0	0	0	7	0	0	0	0	0	0	0	0	0	0	0	0	
5	Broom, stick		pieces	17.00	10	0	0	0	0	0	0	0	0	0	0	7	0	0	0	0	0	0	0	0	0	0	0	0	
6	Deodorant cake		pieces	1632.00	136	0	136	0	136	0	136	0	136	0	136	0	136	0	136	0	136	0	136	0	136	0	136	0	
7	Liquid Soap		gallons	24.00	2	0	2	0	2	0	2	0	2	0	2	0	2	0	2	0	2	0	2	0	2	0	2	0	
8	Tissue		roll	2.00	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
9	Handsoap Dispenser		pieces	2.00	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
10	Disinfectant liquid		gallons	16.88	2.88	0	2	0	2	0	2	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	
11	Drain cleaner (liquid deglogger)		gallons	204.00	17	0	17	0	17	0	17	0	17	0	17	0	17	0	17	0	17	0	17	0	17	0	17	0	
12	Dust pans		pieces	20.00	10	0	0	0	0	0	0	0	0	0	0	10	0	0	0	0	0	0	0	0	0	0	0	0	

Type your unit cost under this column

MONTHLY DELIVERY SCHEDULE OF SUPPLIES WITH COST		Unit Cost	Unit	Qty	January		February		March		April		May		June		July		August		September		October		November		December		Total Amount	
					HK SUN PLAZA	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty		Cost
13	Duster with extension handle		pieces	20.00	10	0	0	0	0	0	0	0	0	0	0	0	10	0	0	0	0	0	0	0	0	0	0	0	0	0
14	Feather duster		pieces	20.00	10	0	0	0	0	0	0	0	0	0	0	0	10	0	0	0	0	0	0	0	0	0	0	0	0	0
15	Furniture polish, 330 ml		can	12.00	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0
16	Gloves, rubberized		pairs	20.00	10	0	0	0	0	0	0	0	0	0	0	0	10	0	0	0	0	0	0	0	0	0	0	0	0	0
17	Hand pad		pieces	75.00	7	0	7	0	7	0	6	0	6	0	6	0	6	0	6	0	6	0	6	0	6	0	6	0	6	0
18	Mop handle - wooden		pieces	20.00	10	0	0	0	0	0	0	0	0	0	0	0	10	0	0	0	0	0	0	0	0	0	0	0	0	0
19	Mop head - cotton (color coded)		pieces	40.00	10	0	0	0	0	0	10	0	0	0	0	0	10	0	0	0	0	0	0	10	0	0	0	0	0	0
20	Pad, 16" polishing (white)		pieces	2.00	1	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
21	Pad, 16" spraybuffing (red)		pieces	2.00	1	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
22	Pad, 16" stripping (black)		pieces	2.00	1	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
23	Pad, 16" scrubbing (blue)		pieces	2.00	1	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
24	Rags, cotton		pieces	676.00	57	0	57	0	57	0	57	0	56	0	56	0	56	0	56	0	56	0	56	0	56	0	56	0	56	0
25	Steel brush - small		pieces	4.00	1	0	1	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
26	Trash bags (color coded) - XL		pieces	624.00	52	0	52	0	52	0	52	0	52	0	52	0	52	0	52	0	52	0	52	0	52	0	52	0	52	0
27	Trigger sprayer, plastic		pieces	2.00	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
28	Paint brush 1"		pieces	0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SUBTOTAL 3																														
STANDARD BASIC PEST CONTROL SUPPLIES																														
1	Insect Aerosol Spray - 300ml		cans	36.00	3	0	3	0	3	0	3	0	3	0	3	0	3	0	3	0	3	0	3	0	3	0	3	0	3	0
2	Rat Bait		boxes	36.00	3	0	3	0	3	0	3	0	3	0	3	0	3	0	3	0	3	0	3	0	3	0	3	0	3	0
SUBTOTAL 4																														
STANDARD LANDSCAPING SUPPLIES AND MATERIALS																														
1	Complete fertilizer (14+14+14)		kg.	0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Annex 6.1.3 East Triangle Property and Motorpool

Type your unit cost under this column

MONTHLY DELIVERY SCHEDULE OF SUPPLIES WITH COST		Unit Cost	Unit	Qty	January		February		March		April		May		June		July		August		September		October		November		December		Total Amount		
NCR PROPERTIES			EDSA PROPE RTY	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost				
STANDARD PROCESS AND CLEANING SOLUTIONS FOR FLOORS, COMFORT ROOMS AND WINDOW GLASSES																															
1	Cleaner		gallons	84.39	7.39	0	7	0	7	0	7	0	7	0	7	0	7	0	7	0	7	0	7	0	7	0	7	0	7	0	
2	Stripper		gallons	3.98	3.98	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
3	Sealer		gallons	9.96	1.96	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	
4	Wax		gallons	9.96	1.96	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	
5	Spray		gallons	8.63	1.63	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	
6	Toilet bowl cleaner		gallons	17.19	2.19	0	2	0	2	0	2	0	2	0	2	0	2	0	2	0	2	0	2	0	2	0	2	0	2	0	
7	Glass cleaner		gallons	10.78	1.78	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	
8	Stone Wax		gallons	0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
9	Carpet Shampoo		gallons	0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
10	Carpet Cleaner		gallons	0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
11	High Gloss Finish Wax		gallons	0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
SUBTOTAL 1																															
OTHER STANDARD CLEANING SOLUTIONS																															
1	Liquid Bleach		gallons	6.17	1.17	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	
2	Muriatic acid		gallons	5.19	1.19	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	
SUBTOTAL 2																															
OTHER JANITORIAL SUPPLIES																															
1	Air freshener , 120 ml		can	12.00	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	
2	Bowl brush		pieces	16.00	2	0	2	0	2	0	2	0	2	0	2	0	2	0	2	0	2	0	2	0	2	0	2	0	2	0	
3	Broom, ceiling w/ nylon bristles		pieces	12.00	6	0	0	0	0	0	0	0	0	0	0	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
4	Broom, soft		pieces	12.00	6	0	0	0	0	0	0	0	0	0	0	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
5	Broom, stick		pieces	12.00	6	0	0	0	0	0	0	0	0	0	0	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
6	Deodorant cake		pieces	192.00	16	0	16	0	16	0	16	0	16	0	16	0	16	0	16	0	16	0	16	0	16	0	16	0	16	0	
7	Liquid Soap		gallons	24.00	12	0	0	0	0	0	0	0	0	0	0	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
8	Tissue		roll	0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
9	Handsoap Dispenser		pieces	2.00	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
10	Disinfectant liquid		gallons	6.17	1.17	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	
11	Drain cleaner (liquid declogger)		gallons	24.00	2	0	2	0	2	0	2	0	2	0	2	0	2	0	2	0	2	0	2	0	2	0	2	0	2	0	
12	Dust pans		pieces	4.00	2	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	

Type your unit cost under this column

MONTHLY DELIVERY SCHEDULE OF SUPPLIES WITH COST		Unit Cost	Unit	Qty	January		February		March		April		May		June		July		August		September		October		November		December		Total Amount
				EDSA PROPE RTY	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	
13	Duster with extension handle		pieces	4.00	2	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0
14	Feather duster		pieces	4.00	2	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	
15	Furniture polish, 330 ml		can	12.00	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	
16	Gloves, rubberized		pairs	4.00	2	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	
17	Hand pad		pieces	54.00	5	0	5	0	5	0	5	0	5	0	5	0	4	0	4	0	4	0	4	0	4	0	4	0	
18	Mop handle - wooden		pieces	4.00	2	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	
19	Mop head - cotton (color coded)		pieces	8.00	2	0	0	0	0	0	2	0	0	0	0	2	0	0	0	0	0	0	2	0	0	0	0	0	
20	Pad, 16" polishing (white)		pieces	2.00	1	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	
21	Pad, 16" spraybuffing (red)		pieces	2.00	1	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	
22	Pad, 16" stripping (black)		pieces	2.00	1	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	
23	Pad, 16" scrubbing (blue)		pieces	2.00	1	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	
24	Rags, cotton		pieces	468.00	39	0	39	0	39	0	39	0	39	0	39	0	39	0	39	0	39	0	39	0	39	0	39	0	
25	Steel brush - small		pieces	4.00	1	0	1	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
26	Trash bags (color coded) - XL		pieces	624.00	52	0	52	0	52	0	52	0	52	0	52	0	52	0	52	0	52	0	52	0	52	0	52	0	
27	Trash Bin (color coded)		pieces	0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
28	Trigger sprayer, plastic		pieces	2.00	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
29	Paint brush 1"		pieces	0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
SUBTOTAL 3																													
STANDARD BASIC PEST CONTROL SUPPLIES																													
1	Insect Aerosol Spray - 300ml		cans	36.00	3	0	3	0	3	0	3	0	3	0	3	0	3	0	3	0	3	0	3	0	3	0	3	0	
2	Rat Bait		boxes	36.00	3	0	3	0	3	0	3	0	3	0	3	0	3	0	3	0	3	0	3	0	3	0	3	0	
SUBTOTAL 4																													
STANDARD LANDSCAPING SUPPLIES AND MATERIALS																													
1	Complete fertilizer (14+14+14)		kg.	0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	

