

BIDDING DOCUMENTS FOR

SERVICE AGREEMENT FOR THE JANITORIAL MANPOWER AND UTILITY SERVICES

Public Bidding No. 2023-016

Sixth Edition July 2020

Preface

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

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

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

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

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

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

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP - Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW - Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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

Service Agreement for the Janitorial Manpower and Utility Services

The Securities and Exchange Commission (SEC), through the authorized appropriations under the approved FY 2023 Annual Operating Budget of SEC intends to apply the sum of Thirty-Seven Million One Hundred Thousand Pesos (Php 37,100,000.00) being the Approved Budget for the Contract (ABC) to payments under the contract for the Project under *Public Bidding No.* 2023-016. Bids received in excess of the ABC shall be automatically rejected at bid opening.

Lot No.	Item Description	Approved Budget for the Contract	Price of Bidding Documents
1	Service Agreement for the Janitorial Manpower and Utility Services	₱ 37,100,000.00	₱ 22,500.00

- 2. SEC now invites bids for the above procurement project. Delivery of the Goods is required in FY-2023 as specified is Section VI (Schedule of Requirement) of the Bidding Document. Bidders should have completed, within *five (5) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II, Instructions to Bidders.
- 3. Bidding will be conducted through open competitive bidding procedures using a nondiscretionary "pass/fail" criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA 9184).
 - Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or corporations 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.
- 4. Prospective bidders may obtain further information from the SEC-BAC Secretariat and inspect the Bidding Documents at the address given below during office hours from 9:00 a.m. to 4:00 p.m.
- 5. A complete set of Bidding Document may be acquired by Interested Bidders on **April 3, 2023** from the given address and websites below and upon payment of applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB in the amount of stated above. The Procuring Entity shall allow the bidder to present its proof of payment for the fees which will be presented in person, by facsimile, or through electronic means.
- 6. It may be downloadable free of charge from the Philippines Government Electronic Procurement System (PhilGEPS) and SEC websites, provided that the bidders shall pay the applicable fee for the Bidding Document not later than the submission of their bids.

The prospective bidders are advised to send an email at <u>bacsecretariat@sec.gov.ph</u> to request for the Payment Assessment Form (PAF), which shall be used for the payment of the abovementioned applicable fee.

Payments should be done over the counter at any Landbank branch nationwide or online through eSPAYSEC.

For over the counter payment at LandBank:

- Print 2 copies of PAF:
 - o 1 Client Copy
 - 1 LandBank Copy
- Accomplish the on Call Payment slip per fund account as indicated on the breakdown summary.
- *Use the correct Fund Account and Account No. and provide the below information:*
 - o Reference Number 1 PAF No.
 - o Reference Number 2 Name of Payor appearing on the PAF
- Present On Call Payment Slip, together with the PAF, to the LandBank Teller

For online payment:

- Access eSPAYSEC through the link below, enter PAF Reference Number, select your payment: https://www.sec.gov.ph/sec-payment-portal
- Enter PAF Reference Number
- Select preferred payment option:
 - o Debit/Credit Card
 - o Paymaya Wallet/GCash
- Enter email address and verification code
- Click proceed to payment
- 7. The SEC will hold a Pre-Bid Conference on April 14, 2023, (Friday) 10:00 A.M. at the Conference Room, 14th Floor, The SEC Headquarters, 7907 Makati Ave, Salcedo Village, Bel-Air, 1209 Makati City. and/or through video conferencing or webcasting via zoom app, which shall be open to prospective bidders.
- 8. Bids must be duly received by the BAC Secretariat through manual submission at the **Procurement Division**, 7th Floor, The SEC Headquarters, 7907 Makati Ave, Salcedo Village, Bel-Air, 1209 Makati City, on or before, April 28, 2023, (Friday) 10:00 A.M. Late bids shall not be accepted.
- 9. All Bids must be accompanied by a Bid Security in any acceptable forms and in the amount stated in ITB Clause 14.1.
- 10. Each Bidder shall submit *one* (1) originally signed certified true copy of the original document and two (2) duplicate copies of the first and second components of its bid. Bidder must arrange each bid documents into sections with tabs properly labeled separating each document according to the provided checklist.
- 11. Bid Opening shall be on April 28, 2023 (Friday) 10:15 A.M. Conference Room, 14th Floor, The SEC Headquarters, 7907 Makati Ave, Salcedo Village, Bel-Air, 1209 Makati City. Bids will be opened in the presence of the bidder's representative who choose to attend the activity (To minimize face to face transaction with the public only one (1) representative for each bidder will be allowed during the opening of bids).

- 12. The Securities and Exchange Commission reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 13. For further information, please refer to:

Procurement Division
7th Floor, The SEC Headquarters
7907 Makati Ave, Salcedo Village,
Bel-Air, 1209 Makati City
Telefax No. 8818-5330
Electronic mail: nnmdelasalas@sec.gov.ph

14. You may visit the following Websites to download the bidding document:

https://www.sec.gov.ph. https://www.philgeps.gov.ph

March 31, 2023.

ARMANDO A. PAN JR. Chairman

Section II. Instructions to Bidder

Notes on the Instructions to Bidders

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

1. Scope of Bid

- 1.1. The Securities and Exchange Commission (SEC) wishes to receive Bids for the Service Agreement for the Janitorial Manpower and Utility Services under Public Bidding No. 2023-016.
- 1.2. The Procurement Project (referred to herein as "Project") is composed of one (1) lot, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for FY 2023 Budget of SEC in the amount of Thirty-Seven Million One Hundred Thousand Pesos (Php 37,100,000.00).
- 2.2. The source of funding is the approved FY 2023 Annual Operating Budget of SEC

3. Bidding Requirements.

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. [Select one, delete other/s]

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

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that subcontracting is **NOT** allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address HRAD Conference Room, 14th/F, The SEC Headquarters, 7907 Makati Ave., Salcedo Village, Bel-Air, 1209 Makati City and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within five (5) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents Comprising the Bid: Financial Components

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

12. Bid Prices

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

iv. The price of other (incidental) services, if any, listed in e.

b. For Goods offered from abroad:

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

ii. The price of other (incidental) services, if any, as listed in **Section VII** (Technical Specifications).

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid for *One Hundred Twenty (120) calendar days* from the date of issuance. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Selling and Marking of Bids

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

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

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must

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

be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline and Submission of Bids

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

17. Opening and Preliminary Examination of Bids

- 17.1. The Bidder shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.
 - In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.
- 17.2 The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be any contract for the Service Agreement for the Janitorial Manpower and Utility Services which shall be completed within <i>five (5) years</i> prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed
12 14.1	The price of the Goods shall be quoted DDP Manila or the applicable International Commercial Terms (INCOTERMS) for this Project. The bid security shall be in the form of a Bid Securing Declaration (Pursuant to GPPB
	Resolution No. 03-20120, or any of the following forms and amounts: a. The amount of not less than Php 742,000.00 (2%) of ABC if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or
	b. The amount of not less than Php 1,855,000.00 (5%) of ABC if bid security is in Surety Bond which is callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission.
15	Each Bidder shall submit one (1) originally signed certified true copy of the original document and two (2) duplicate copies of the first and second components of its bid. Bidder must arrange each bid documents into sections with tabs properly labeled separating each document according to the provided checklist.
19.3	No further instruction
20.2	The bidder with the Lowest Calculated Bid shall submit ALL of the following post-qualification requirements:
	1. Proof/s of the Single Largest Completed Contract which shall be copy of purchase order or contract, or proof of completion which may be the certificate of final acceptance, or official receipt or sales invoice/s covering the full amount of the contract
	2. Latest Income Tax Returns filed and paid through the Electronic Filing and Payments System (EFPS); and
	3. VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment within the last six (6) months preceding the date of bid submission.
	4. Proof of premium remittances for the whole year of 2022 for the following government agencies: SSS, PHIC and HDMF in the form of certification issued by the said agencies
	5. Copy of DOLE Certificate of Registration and Certificate of Compliance with General Labor Standard
	6. Proof of payment of personnel benefits (such as 13 th month pay, 5-day incentive) for the year 2022
•	I

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the SCC.

3. Performance Security

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

4.Inspection and Tests

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

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

5.Warranty

- 6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6.Liability of the Supplier

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

If the Supplier is a joint venture, all partners to the joint venture shall jointly and severally liable to the procuring entity.

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

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

Special Conditions of Contract

GCC Clause	
1	Delivery and Documents –
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:
	The delivery terms applicable to the Contract are DDP delivered in Manila. In accordance with INCOTERMS."
	"The delivery terms applicable to this Contract are delivered in Manila. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is Assistant Director, Pedro Alfonso DC. Regulto, Jr.
2.2	The term of payment shall be as follows:
	Payment shall be 12 monthly installments.
4	The inspection and approval as to the acceptability of the Goods vis-à-vis its compliance with the technical specifications will be done with prior notice, written or verbal, to the authorized representative of the Supplier. The inspection will push through as scheduled even in the absence of the Supplier's representative, if the latter was duly notified. In which case, the result of the inspection conducted by the Procuring Entity shall be final and binding upon the Supplier.

Section VI. Schedule of Requirements

The delivery schedule stipulates hereafter the date of delivery to the project site

Item Number	Description		Qty.	Delivered, Weeks/Month
I	Janitorial Personnel and Manpower Requirement			
	I.1 The SEC Headquarters	Janitor	28	Immediately
	_	Hauler	24	upon contract
		Electrician	2	implementation
		Telephone Technician*	1	
		Carpenter/Plumber*	2	
		Driver (6days/week)*	2	
		Driver (5 days/week)*	10	
		Gardener*	1	
		Assistant Project Supervisor	1	
		Project Supervisor	1	
	I.2 SEC-Legazpi Ext. Office	Janitors	2	
	I.3 SEC-Baguio Ext. Office	Janitors	2	
	I.4 SEC-Cagayan De Oro Ext Office	Janitors	2	
	I.5 SEC-Tarlac Ext. Office	Janitors	1	
	I.6 SEC-Zamboanga Ext. Office	Janitors	2	
	I.7 SEC-Cebu Ext. Office	Janitors	4	
		Haulers	2	
		Electrician	1	
		Carpenter/Plumber	1	
	I.8 SEC-Davao Ext. Office	Janitors	3	
	I.9 SEC-Iloilo Extension Office	Janitors	3	
		Electrician	1	
		Carpenter/Plumber	1	
	I.10 SEC- Bacolod Extension Office	Janitors	2	
		Total	99	
II	Provision of Cleaning Tools and Equipment	(see Annex A)		Immediately upon contract implementation
III	Provision of Cleaning Materials and Supplies	(see Annex B)		As per delivery schedule indicated in the Annex B

I certify to comply and deliver the above requirements within 30 days upon receipt of the Notice to Proceed.

Company Name	:
	AUTHORIZED REPRESENTATIVE:
Signature	÷
Printed Name	÷
Date	:

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

Section VII. Technical Specifications

Bidders must state here either "Comply" or any equivalent term in the column "Bidder's Statement of Compliance"

Item	Specifications	Bidder's Statement of Compliance
I	Location and Designation of Personnel (see attached TOR)	
II	Scope of Works (see attached TOR)	
III	Limitation of Scope (see attached TOR)	
IV	Qualification of Personnel (see attached TOR)	
V	Contractual Obligation (see attached TOR)	
VI	Overtime/Extra Services (see attached TOR)	
VII	Review/Audit of Bills (see attached TOR)	
VIII	Billing Requirements (see attached TOR)	
IX	Amount Earmarked and Held in Trust (see attached TOR)	
X	Supervision and Control (see attached TOR)	
XI	Replacement of Personnel (see attached TOR)	
XII	Confidential Clause (see attached TOR)	
XIII	General Provision (see attached TOR)	
Annex A	Provision of Cleaning Tools and Equipment (See attached Annex A for the Technical Description)	
Annex B	Provision of Cleaning Supplies and Materials (See attached Annex B for the Technical Description)	

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false either during bid evaluation or post qualifications, the same shall give rise to automatic disqualification of our bid.

Company Name	÷
AUTHORIZED R	EPRESENTATIVE:
Signature	:
Printed Name	:
Date	:

TERMS OF REFERENCE

I. LOCATION AND DESIGNATION OF PERSONNEL

The Service Provider shall provide Eighty-Nine (89) personnel to render eight (8) hours duty daily for six (6) days (Monday – Saturday) and Ten (10) personnel to render eight (8) hours duty daily for five (5) days (Monday – Friday) for a total of Ninety-Nine (99) personnel as designated to the following locations:

Location	Designations	Qty
b.1 SEC Headquarters	Janitors	28
	Haulers	24
	Electrician*	2
	Telephone Technician*	1
	Carpenter/Plumber*	2
	Driver (6 days/week)*	2
	Driver (5 days/week)*	10
	Gardener*	1
	Assistant Project Supervisor*	1
	Project Supervisor*	1
b.2 SEC-Legazpi Extension Office	Janitors	2
b.3 SEC-Baguio Extension Office	Janitors	2
b.4 SEC-Cagayan De Oro Extension Office	Janitors	2
b.5 SEC-Tarlac Extension Office	Janitors	1
b.6 SEC-Zamboanga Extension Office	Janitors	2
b.7 SEC-Cebu Extension Office	Janitors	4
	Haulers	2
	Electrician	1
	Carpenter/Plumber	1
b.8 SEC-Davao Extension Office	Janitors	3
b.9 SEC-Iloilo Extension Office	Janitors	3
	Electrician	1
	Carpenter/Plumber	1
b.10 SEC-Bacolod Extension Office	Janitors	2
	Total	99

In an event that the Service Provider fails to provide the designated personnel during the contract duration, the SEC may change its requirements to add and/or omit personnel not to exceed the approved contract price.

II. SCOPE OF SERVICE

Under the direction and supervision of HRAD Director or his/her duly authorized representative, the Service Provider agrees to perform the following services:

Project Supervisor/Assistant Project Supervisor

- roving, monitor and supervise all personnel in the SEC Headquarters and Extension Offices.
- monitor the performance of all personnel attendance and handle the consolidation of daily timecards in preparation for billings to SEC.

Janitors, Haulers, Gardener, Maintenance and Drivers

• Maintain the cleanliness and orderliness of the office premises in accordance with Minimum Routine Operation and the Housekeeping Plan to be submitted by the Service Provider during contract implementation, taking into account the following:

- o protection of SEC properties from damage or destruction;
- o preservation of confidentiality of SEC records; and
- o proper collection and disposal of garbage

Minimum Routine Operation

A. Daily

Including but not limited to the following areas: (i) common office areas; (ii) conference rooms; (iii) hallways/corridors; (iv) stairways; (v) pantries; (vi) restrooms; and (vii) storage rooms and other areas within the SEC premises.

- 1. Report to each respective assigned area; sweep the floor and pick-up with the dustpan litters scattered around the SEC premises.
- 2. Scoop-off any sticky substance or dirt on the floor with putty a knife and clean with damp cloth or rag.
- 3. Mop the floor with a damp mop head. Finish cleaning with a clean and dry mop head.
- 4. Wipe with damp cloth or rag all tables, chairs, computers, steel and wooden cabinets, electric fans, telephone instruments, refrigerators, air conditioning grilles and casing, and other office equipment. Finish cleaning with a clean and dry cloth or rag.
- 5. Empty waste baskets/receptacles. Clean the same with liquid detergent and rinse off with water and let dry. Return waste baskets/receptacles to their respective places.
- 6. Wipe with damp cloth all window sills, window panes/glass, mirrors, roman shades, aluminum/stainless steel frame doors and stair railings.
- 7. Remove stain marks or dirt on walls, doors, and building posts with chemical removers or with cloth, soak in liquid detergent or cleanser. Finish cleaning with damp cloth or rag.
- 8. Wash with water the whole area of the comfort room, then sweep and drain. Drain or remove water inside toilet bowl before pouring the cleanser. Let it stay for a while, in the meantime, sprinkle cleanser on walls and floor tiles, water closet tank, lavatory and sink, and toilet bowl. Scrub the inside of the toilet bowl with a brush or sponge with a handle, then flush. Scrub with brush or sponge the whole area of the comfort room. Rinse off with water and dry and clean mop/cloth. Clean mirrors with damp newspaper or cloth and finish cleaning with dry cloth. Spray comfort room with air freshener.
- 9. Sweep and clean driveways and parking lots.
- 10. Perform basic maintenance such as cutting the grass, emptying bins, managing weed control and leaf raking.
- 11. Maintain a clean garden by clearing rubbish and litter from the garden and grounds.
- 12. Assists in the preparation of decorative plants during events
- 13. Attend the needs of any meetings as may be required by each offices/departments.
- 14. Clean and disinfect high-touch surfaces (counters, tables, doorknobs, switches, handles, stair rails, elevator buttons, desks, keyboard, faucets, sinks, barriers, etc.).
- 15. Inspect and report any maintenance repairs immediately on the following scope:
 - Carpentry and Plumbing
 - Electrical
 - Telephone and Data
 - Vehicle Repairs
- 16. Assist in providing list of materials and its corresponding
- 17. Collating and editing transport schedules based on passengers' needs.
- 18. Arriving at pick-up points prior to departure time.
- 19. Confirming that all passengers are present, and recording no-shows.

- 20. Ensuring adherence to passenger limit.
- 21. Avoiding high-traffic and accident-prone routes, where possible.
- 22. Separating physical fights and calming verbal altercations, as needed.
- 23. Recording and reporting of all major and minor vehicular accidents and incidents to Transportation Head.
- 24. Checking of passengers disembark at the correct destinations, and in a timely manner.
- 25. Ensuring that the SEC Vehicle is fueled, well-maintained/in good and running condition, and presentable at all times
- 26. Observe all relevant traffic and safety laws
- B. Weekly general cleaning of all areas every Saturday.
 - 1. Scrub and strip off sticking dirt, guns, and other similar substances, particularly those inner areas and corners. Wash clean with soap and water, then dry.
 - 2. High clean/sweep cobwebs off the ceiling and wipe light fixtures/diffuser and upper walls.
 - 3. Remove dirt and wash clean with soap and water all window grilles and panes, stairways, balcony and walls.
 - 4. Thoroughly clean all comfort rooms particularly the toilet bowls, lavatories and men's urinals. Apply disinfectant and deodorize all areas.
 - 5. Thoroughly clean office furniture and fixtures and other office equipment, taking extra care in moving the same to avoid damage.
 - 6. Apply floor wax on floors and polish shine.
 - 7. Clean/wash garbage cans.
 - 8. Clean all parts of the refrigerator.
 - 9. Clean microwave oven/oven toasters.
 - 10. Clean and disinfect high-touch surfaces, walls, and partitions.
 - 11. Spray insecticide or apply rodenticides inside the SEC Extension Offices to eradicate rats, flies, mosquitoes, termites, white ants and other pests.
 - 12. Maintain and grow the garden to ensure it meets specific requirements and expectations.
 - 13. Plant and nurture new trees, flowers, and various plants.
 - 14. Applies fertilizers, pesticides, and herbicides.
 - 15. Plants and prunes shrubs, hedges and trees.
 - 16. Participates in greenhouse cultivation and transplanting operations
 - 17. Assist with removal of water ponding from near garden locations.
 - 18. Relocation of all indoor plants to outdoor gardens or in direct sunlight at the end of the week and returning them back at the start of the week
 - 19. Clean and disinfect SEC Service Vehicles.
 - 20. Maintain SEC Vehicles in good and running condition and submit a weekly maintenance report to the HRAD General Services Division.
- C. Monthly
 - 1. Wipe/clean venetian blinds.
 - 2. Clean inside windows.
 - 3. Clean door jambs, balusters, and handrails.
 - 4. Vacuum and clean all upholstered furniture.
- D. Miscellaneous services to be performed whenever required.
 - as approved by the HRAD Director or his/her duly authorized representative.
 - 1. Provide logistical assistance during meetings and conferences.
 - 2. Haul/move office furniture, fixtures, and equipment.
 - 3. Messengerial services within the building and other errand works from time to time.
 - 4. Make available at all times relievers and/or replacements to ensure continuous and uninterrupted services in case of absence of the personnel regularly assigned to each department, office or area.
 - 5. Packing, moving and transferring of voluminous files and records of the SEC

from the SEC Headquarters at Makati City to its off-site warehouse at Baesa,
Quezon City, SEC Building at EDSA, Mandaluyong City, vice versa, or within
the building only
6. General cleaning as the need arises or upon request for SEC Satellite Offices
7. Other errands in SEC premises and other ad hoc locations.

III. LIMITATION OF SCOPE

The scope of the services shall be limited to the discharge of function as described in the scope of work/services. Performance of tasks that may be assigned not essential, necessary or related to the above-mentioned designations, shall not be construed as an acceptance of accountability but a mere accommodation to the client. Any resulting loss or damage from such accommodation shall be the sole responsibility of the Client.

IV. QUALIFICATION OF PERSONNEL

- A. Of good moral character and without criminal or police records and must present Biodata. Barangay, Police & NBI Clearance;
- B. Physically and mentally fit: as evidenced by a medical certificate (including drug test, neuro-psychological test, Hepa B, and Covid-19 RTPCR test)
- C. Duly trained and skilled to function as the assigned personnel; and
- D. At least One (1) personnel should have a background in landscaping

V. CONTRACTUAL CONSIDERATION

For and in consideration of the above services. SEC shall during the term of the Contract, pay the Service Provider an amount equivalent to the salaries and benefits mandated by law, inclusive of administrative overhead and VAT, mandated by law on the basis of an **eight (8) hours a day work for six (6) days (Monday – Saturday)** and **eight (8) hours a day work for five (5) days (Monday – Friday)** in accordance with submitted and validated Cost Distribution Schedule. In the event that the minimum wage is increased or should an additional fringe benefits in favor of the personnel be promulgated either by law or decree or wage order subsequent to the execution of the Contract, the new rate shall be adjusted to conform with the law and shall be subjected to a negotiation agreeable to both parties.

VI. OVERTIME/EXTRA SERVICES

Services rendered within the contract price such as but not limited to, overtime services, extra services, and services rendered in the exigency of the service, and those made pursuant to the COVID-19 response and recovery intervention policy of SEC shall be charged against the contract, provided that the same shall not exceed the allocated Estimated Contingencies of the approved contract price. Furthermore, authorized drivers shall only be limited to render overtime work at a maximum of 5 hours / day.

However, in an event that the said services exceed the Estimated Contingencies of the approved contract price, the excess may be charged against the contract, provided that the same shall not exceed 10% of the approved contract price.

VII. REVIEW/AUDIT OF BILLS

The SEC shall be given 45 days to review/audit the Service Providers invoice, within which time SEC may contest the accuracy of the amount invoiced. In the absence of a written advice concerning discrepancies on the invoice after the review period, the invoice shall be deemed accurate and accepted. In ease of discrepancies in the invoice, the same shall be returned to the Service Provider for appropriate correction or revision in which case. SEC shall have 45 days from receipt of the corrected invoice within which to settle the same.

VIII. BILLING REQUIREMENTS

The Service Provider shall support its billings with SEC approved daily time records (original/certified true copy) as proof of services rendered to the client. Should SEC subsequently require for other documents, the same shall be communicated either orally or in writing and shall not preclude the collection of any outstanding invoices prior to the delivery of the Client's request. Furthermore, overtime/extra services under Item VI.

IX. AMOUNTS EARMARKED AND HELD IN TRUST

The SEC understands that by virtue of Philippine Laws. DO-18A and the Service Provider acting for the Client as principal, any bill or any portion of it pertaining to amounts due to government, salaries and/or any amounts earmarked for the benefit of labor, are held in trust and therefore, shall not be diminished nor delayed. SEC shall be free from liability on such expenses, penalties, surcharges or damages arising from diminution or delay in the payment of said amounts, provided that such diminution or delay is not attributable to SEC's fault or negligence.

X. SUPERVISION AND CONTROL

The Service Provider shall exercise discipline, supervision, control and administration over its personnel in accordance with law, ordinances and pertinent governmental rules and regulations as well as the rules and policies laid down by SEC on the matter. The Service Provider is the direct employer of the personnel assigned to SEC. Parties acknowledge that employer-employee relationship exists between the SERVICE PROVIDER AND THE PERSONNEL.

XI. REPLACEMENT OF PERSONNEL

The SEC may have a personnel changed or replaced at any time whose work it finds or believes to be below standard. or whose conduct is unsatisfactory, or is prejudicial to its interest, as determined by SEC, with prior presentation to the SEC of the personnel Bio-Data; Medical certificate, Drug Test, Neuro-Psychiatric Results, Hepa B and Covid-19 RTPCR test; and Barangay, Police and NBI Clearances of the prospective personnel for SEC's concurrence and approval.

XII. CONFIDENTIALITY CLAUSE

The Janitors provided by the SERVICE PROVIDER shall at all times maintain confidentiality of all documents and any information that they may have knowledge by virtue of their services to the CLIENT and not to disclose to any third party all confidential information received from or entrusted by the CLIENT. The Janitors shall be prohibited from using the confidential information or documents received or entrusted by the CLIENT for purposes other than compliance with its obligations as designated.

XIII. GENERAL PROVISION

A. The Service Provider shall assume responsibility and liability for all damages and losses which may occur within the SEC premises and vehicles, directly caused or arising as a result of any misconduct, negligence, fault, dishonesty or dereliction of duty of the personnel concerned, as maybe found by a joint and impartial investigation. Provided, that SEC shall advice or report orally or in writing to the Service Provider the same. The maximum liability of the Service Provider in case of loss or damage under this paragraph shall be for the replacement or reparation of the loss or damaged property or the corresponding amount of the loss or damaged property. SEC shall have no authority to automatically deduct its claim under this paragraph from the agreed fees due to the Service Provider or to withhold payment of same

- without the approval of the Service Provider. It is expressly understood, however, that the Service Provider shall not be liable for damages or losses due to fortuitous events or force majure.
- B. SEC shall prescribe the time and schedule of duties of the Service Provider. The Service Providers personnel are prohibited to stay overnight at the SEC premises unless authorized by the HRAD Director and his/her representative. The respective areas of assignment of the personnel shall be determined by the SEC, who may also prescribe additional duties to the personnel in the enforcement of regulations and instructions.
- C. The Service Provider shall maintain its good standing and remain a competent Janitorial Services Contractor, financially capable of acting as an independent contractor and shall obtain all necessary licenses, permits, and comply with all laws, ordinances and regulations required for all Janitorial Services agencies. If SEC has reason to believe that the Service Provider has failed to comply with a law or regulations regulating employment of labor. SEC may then notify the Service Provider accordingly and if the latter shall refuse or fail to present satisfactory proof to the contrary within thirty (30) days from receipt of such notice of the Client, the Client shall have the right to immediately terminate the Contract, the previous provision notwithstanding, and without prejudice to any action which the Client may institute for damages he has suffered thereby.
- D. SEC shall not be responsible for any accident, mishap or injury of any kind or nature that may be sustained by any of the personnel of the Service Provider while performing their respective duties at the Client's premises during their tour of duty, including death resulting therefrom, it being understood that the personnel heir's claims in connection with his employment shall be borne by and the sole liability of the Service Provider.
- E. The Service Provider shall agree to subject its personnel assigned to DBM ROV to security check by authorized security men when coming in and leaving the premises. Further, the Service Provider shall periodically check the personnel in the performance of their duties and responsibilities in coordination with the Client, to ensure they properly discharged their duties and responsibilities and are not committing any act(s) prejudicial against the interest of the Client.
- F. No modification shall be made to the Contract between the parties, except in writing, signed by the SEC and the Service Provider.
- G. The Service Provider shall not assign, transfer, pledge or make other dispositions of this Contract or any part thereof, except with the prior written consent of the Client.
- H. In case of litigation arising from or in connection with the Contract, venue of action shall be in the Regional Trial Court of Makati City and the amount equivalent to 25% of the amount claimed shall be due and demandable as Attorney's fee.

EQUIPMENT AND TOOLS Delivery Schedule: Upon Contract Implementation			
Item No.	Description of Item	Quantity	Unit
	Headquarters	Quantity	Cint
1	Heavy Duty Floor Polisher	17	units
2	Heavy Duty Floor Polisher 27" Hi-Speed	2	units
3	Heavy Duty Walk Behind Carpet Extractor	2	units
4	Heavy Duty Vacuum Cleaner	15	units
5	Mop Wringer/Squeezer	19	units
6	Heavy Duty Glass Squeegee	19	sets
7	Heavy Duty Push Cart	4	units
8	Heavy Duty 2 Wheel Hand Truck	2	units
9	Carbide Tipped Hole Saw	1	set
10	Spatula Spatula	17	units
11	Multi-purpose lubricant	10	units
12	Garden Hose 100 meters w/ Nozzle and Fittings	1	set
13		2	pc
14	Socket Wrench	2	set
	Folding Table for Training, 6' x 2'	50	pieces
	IP Radio with Home Base	10	units
17	Portable Welding Machine 3 in 1, 300 AMP	1	Unit
	Road Rubber Traffic Cone with Reflector and SEC		
18	LOGO	100	pieces
B. SEC-	Legazpi Extension Office	1	
1	Heavy Duty Floor Polisher	1	unit
2	Heavy Duty Vacuum Cleaner	1	unit
3	Mop Wringer/ Squeezer	1	unit
4	Heavy Duty Glass Squeegee	1	sets
5	Heavy Duty Push Cart	1	units
6	Floor Warning Sign	1	units
7	Spatula	1	unit
C. SEC-	Baguio Extension Office		
1	Heavy Duty Floor Polisher	1	unit
2	Heavy Duty Vacuum Cleaner	1	unit
3	Mop Wringer/ Squeezer	1	unit
4	Heavy Duty Glass Squeegee	1	sets
	Heavy Duty Push Cart	1	units
6	Floor Warning Sign	1	units
7	Spatula	1	unit
D. SEC-	Cagayan De Oro Extension Office		
1	Heavy Duty Floor Polisher	1	unit
2	Heavy Duty Vacuum Cleaner	1	unit
3	Mop Wringer/ Squeezer	1	unit
4	Heavy Duty Glass Squeegee	1	sets
5	Heavy Duty Push Cart	1	units
	Floor Warning Sign	1	units
7	Spatula	1	unit
E. SEC-	Tarlac Extension Office		
1	Heavy Duty Vacuum Cleaner	1	unit
2	Mop Wringer/ Squeezer	1	unit
3	Heavy Duty Glass Squeegee	1	sets

4	Spatula	1	unit
		1	uiiit
r. sec-	- Zamboanga Extension Office	1	•,
1	Heavy Duty Floor Polisher	1	unit
2	Heavy Duty Vacuum Cleaner	1	unit
3	Mop Wringer/ Squeezer	1	unit
4	Heavy Duty Glass Squeegee	1	sets
5	Heavy Duty Push Cart	1	units
6	Floor Warning Sign	1	units
7	Spatula	1	unit
G. SEC-	Cebu Extension Office		
1	Heavy Duty Floor Polisher	2	units
2	Heavy Duty Vacuum Cleaner	2	unit
3	Mop Wringer/Squeezer	2	units
4	Heavy Duty Glass Squeegee	4	sets
5	Heavy Duty Push Cart	1	units
6	Floor Warning Sign	2	units
7	Spatula	4	units
8	Multi-purpose lubricant	2	units
9	Garden Hose 100 meters w/ Nozzle and Fittings	1	set
H. SEC-	- Davao Extension Office		
1	Heavy Duty Floor Polisher	1	units
2	Heavy Duty Vacuum Cleaner	1	unit
3	Mop Wringer/Squeezer	2	units
4	Heavy Duty Glass Squeegee	3	sets
5	Heavy Duty Push Cart	1	units
6		2	units
7	Spatula	3	units
	loilo Extension Office		011100
1	Heavy Duty Floor Polisher	2	units
2	Heavy Duty Vacuum Cleaner	1	unit
3	Mop Wringer/Squeezer	2	units
4	Heavy Duty Glass Squeegee	3	sets
5	Heavy Duty Push Cart	1	units
6		2	units
7	Spatula	3	units
8		2	units
9	Garden Hose 100 meters w/ Nozzle and Fittings	1	
	Bacolod Extension Office	1	set
J.SEC - I		1	
2	Heavy Duty Floor Polisher	1	units
3	Heavy Duty Vacuum Cleaner	1	unit
	Mop Wringer/Squeezer	2	units
4	Heavy Duty Glass Squeegee	2	sets
5	Heavy Duty Push Cart	1	units
6	Floor Warning Sign	2	units
7	Spatula	2	units

Note:

Heavy Duty Floor Polisher, Heavy Duty Walk Behind Carpet Extractor and Heavy Duty Vacuum Cleaner is computed with a 3-year depreciation (Unit Cost = Proposed Price/3)

	CLEANING MATERIALS AND SUPPL	IES	
Item No.	Description of Item	Quantity	Unit
A. SEC I	Headquarters		
Deliver	y: Monthly (1st month – upon contract implementation; su	acceeding month	s – every 1st
week of	f the month)		
1	Scented Gel Air Freshener (Premium/top quality)	30	pcs
2	Carpet Shampoo (Premium/top quality)	5	gallon
3	Cleaning/Disinfectant	15	gallons
5	Pranela	60	yards
6	Furniture Polish (Premium/top quality)	15	bottles
7	Hand Brush	10	pcs
8	Liquid Hand Soap (Premium/top quality)	15	gallons
9	Metal Polish	2	cans
10	Mop Handle	20	pcs
11	Mop Head	30	pcs
12	Scrubbing Pad	7	pcs
13	Complete Wax (Premium/top quality)	5	gallons
14	Wax Stripper (Premium/top quality)	5	gallons
15	Powder Soap	60	kgs
16	Scouring Pad	50	pcs
17	Round Rug	15	kgs
18	Glass Cleaner	5	gallons
19	Soft Broom	25	pcs
21	Toilet Bowl Cleaner (Premium/top quality)	15	gallons
22	Trash Bag, XXL	800	pcs
23	Trash Bag,Medium	500	pcs
24	Polishing Pad 16" Black and Red	17	pcs
25	Polishing Pad 27" White and Red	4	pcs
26	Disinfectact Spray type	60	can
27	Insecticide Spray type	30	can
28	Liquid Dish Washing	30	bottles
29	Toilet Paper Towel	100	pack
30	Snapback Wax 3M	5	gallons
31	Urinal Screen Gel Wave Anti Splash and Bacterial with	5	pcs
22	Scents and Toilet Deodorizer		
32	Carpet Bonnet	5	pcs
Deliver	y: Quarterly (1st week of each quarter)	1.7	
1	Stripping Pad 16" Black and Red	17	pcs
2	Dust Pan	25	pcs
3	Spray Gun (Heavy Duty)	50	pcs
4	Terranova Marble Wax (premium/top quality)	1	gallon
5	Stick Broom	15	pcs
	Plastic Carpet Broom	15	pcs
	y: Annually (upon contract implementation)	20	
1	Pail	20	pcs
2	Dipper Wests Pasket Small (compakiels)	25	pcs
3	Waste Basket Small (per cubicle)	30	pcs
4	Waste Basket 26 L (per comfort room)	17	pcs
5	Heavy Duty Toilet pump plunger (Rigid)	17	pcs
6	Toilet Brush	17	pcs
7	Waste Management Bins (3 per set), Large	18	sets

8	Waste Management Bins (3 per set), Medium	18	sets
B. SEC -	- Legazpi Extension Office		2002
	ry: Semi-Annual (1st delivery – upon contract implementat	ion: 2 nd delivery	v – after 6
months		1011) = 41011, 01,	,
1	Mop Handle	6	pcs
2	Mop Head	6	pcs
3	Polishing Pad	3	pcs
4	Scouring Pad	6	pcs
5	Steel Wool	2	reams
6	Trash Bag, XXL	200	pcs
7	Trash Bag, Medium	200	pcs
8	Dust pan	6	pcs
9	Toilet Brush	6	pcs
10	Toilet pump	2	pcs
11	Pail	2	pcs
12	Rugs	6	kgs
13	Soft Broom	6	pcs
14	Wiper	1	pcs
15	Hand Brush	2	pcs
16	Wax (premium/top quality)	1	gal
17	Detergents	10	bars
18	Air Freshener (Premium/top quality)	3	gals
19	Cleaning /Disinfectant	10	gals
20	Deodorant Cake	50	pcs
21	Liquid Hand Soap (Premium/Top Quality)	3	gals
22	Push Brush	1	pc
23		1	pc
24	Pranela	10	yards
	- Baguio Extension Office	10	yarus
	y: Semi-Annual (1st delivery – upon contract implementat	ion: 2 nd deliver	v – after 6
months	· · · · · · · · · · · · · · · · · · ·	ion, 2 denver	y - arter o
1	Mop Handle	6	pcs
2	Mop Head	6	pcs
3	Polishing Pad	3	pcs
4	Scouring Pad	6	pcs
5	Steel Wool	2	reams
6	Trash Bag, XXL	200	pcs
7	Trash Bag, Medium	200	pcs
8	Dust pan	6	pcs
9	Toilet Brush	6	pcs
10	Toilet pump	2	pcs
11	Pail	2	pcs
12	Rugs	6	kgs
13	Soft Broom	6	pcs
14	Wiper	1	pc
15	Hand Brush	2	pcs
16	Wax (premium/top quality)	1	gal
17	Detergents	10	bars
1 /	~ *************************************	10	Ours
18	Air Freshener (Premium/ton quality)	3	oals
18 19	Air Freshener (Premium/top quality) Cleaning /Disinfectant	3	gals
19	Cleaning /Disinfectant	10	gals
19 20	Cleaning /Disinfectant Deodorant Cake	10 50	gals pcs
19 20 21	Cleaning /Disinfectant Deodorant Cake Liquid Hand Soap (Premium/top quality)	10 50 3	gals pcs gals
19 20	Cleaning /Disinfectant Deodorant Cake	10 50	gals pcs

CEC	Pranela Conserve De Over Fertensian Office	10	yards
	- Cagayan De Oro Extension Office	and 1 1	8, 6
Deliver months	ry: Semi-Annual (1st delivery – upon contract implen	nentation; 2 nd delivery	v – after 6
111011111S	Mop Handle	6	nce
2	Mop Head	6	pcs
3	Polishing Pad	3	pcs
4	Scouring Pad	6	pcs
5	Steel Wool	2	reams
6	Trash Bag, XXL	200	pcs
7	Trash Bag, Medium	200	pcs
8	Dust pan	6	pcs
9	Toilet Brush	6	pcs
10	Toilet pump	2	pcs
11	Pail	2	pcs
12	Rugs	6	kgs
13	Soft Broom	6	pcs
14	Wiper	1	pc
15	Hand Brush	2	pcs
	Wax (premium/top quality)	1	gals
		10	bars
18		3	gals
		10	gals
20	Deodorant Cake	50	pcs
21	Liquid Hand Soap (Premium/top quality)	3	gals
	Push Brush	1	
22			100
22			pc pc
22 23 24	Scrubbing Pad 16" black	1	pc
23 24	Scrubbing Pad 16" black Pranela		
23 24 2. SEC -	Scrubbing Pad 16" black Pranela - Tarlac Extension Office	1 10	pc yards
23 24 2. SEC - Deliver	Scrubbing Pad 16" black Pranela - Tarlac Extension Office ry: Semi-Annual (1st delivery – upon contract imple	1 10	pc yards
23 24 2. SEC -	Scrubbing Pad 16" black Pranela - Tarlac Extension Office ry: Semi-Annual (1st delivery – upon contract impless)	1 10 mentation; 2nd delive	pc yards ry – after 6
23 24 C. SEC - Deliver months	Scrubbing Pad 16" black Pranela - Tarlac Extension Office ry: Semi-Annual (1st delivery – upon contract impless) Mop Handle	1 10 mentation; 2nd delive	pc yards ry – after (
23 24 2. SEC - Deliver months 1 2	Scrubbing Pad 16" black Pranela - Tarlac Extension Office ry: Semi-Annual (1st delivery – upon contract impless) Mop Handle Mop Head	mentation; 2nd delive	pc yards ry – after 6
23 24 2. SEC - Deliver months 1 2 3	Scrubbing Pad 16" black Pranela - Tarlac Extension Office ry: Semi-Annual (1st delivery – upon contract impless) Mop Handle Mop Head Scouring Pad	1 10 mentation; 2nd delive 2 2 6	pc yards ry – after 6 pcs pcs pcs
23 24 2. SEC - Deliver months 1 2 3 4	Scrubbing Pad 16" black Pranela - Tarlac Extension Office ry: Semi-Annual (1st delivery – upon contract impless) Mop Handle Mop Head Scouring Pad Steel Wool	1 10 mentation; 2nd delive 2 2 6 6	pc yards ry – after (pcs pcs pcs reams
23 24 2. SEC - Deliver months 1 2 3	Scrubbing Pad 16" black Pranela - Tarlac Extension Office y: Semi-Annual (1st delivery – upon contract implements) Mop Handle Mop Head Scouring Pad Steel Wool Trash Bag,XXL	1 10 mentation; 2nd delive 2 2 6	pc yards ry – after 6 pcs pcs pcs reams pcs
23 24 C. SEC - Deliver months 1 2 3 4 5	Scrubbing Pad 16" black Pranela - Tarlac Extension Office ry: Semi-Annual (1st delivery – upon contract impless) Mop Handle Mop Head Scouring Pad Steel Wool Trash Bag,XXL Trash Bag, Medium	1 10 mentation; 2nd delive 2 2 6 2 50	pc yards ry – after 6 pcs pcs pcs reams pcs pcs
23 24 2. SEC - Deliver months 1 2 3 4 5 6	Scrubbing Pad 16" black Pranela - Tarlac Extension Office ry: Semi-Annual (1st delivery – upon contract implets) Mop Handle Mop Head Scouring Pad Steel Wool Trash Bag,XXL Trash Bag, Medium Dust Pan	1 10 mentation; 2nd delive 2 2 6 2 50 50	pc yards ry - after (pcs pcs pcs reams pcs pcs pcs
23 24 C. SEC - Deliver months 1 2 3 4 5	Scrubbing Pad 16" black Pranela - Tarlac Extension Office ry: Semi-Annual (1st delivery – upon contract impless) Mop Handle Mop Head Scouring Pad Steel Wool Trash Bag,XXL Trash Bag, Medium	1 10 mentation; 2nd delive 2 2 6 2 50 50	pc yards ry - after (pcs pcs pcs reams pcs pcs pcs pcs
23 24 C. SEC - Deliver months 1 2 3 4 5 6 7 8 9	Scrubbing Pad 16" black Pranela - Tarlac Extension Office ry: Semi-Annual (1st delivery – upon contract impless) Mop Handle Mop Head Scouring Pad Steel Wool Trash Bag, XXL Trash Bag, Medium Dust Pan Toilet Brush Pail	1 10 mentation; 2nd delive 2 2 6 2 50 50 1	pc yards ry - after 6 pcs pcs pcs reams pcs pcs pcs pcs
23 24 C. SEC - Deliver months 1 2 3 4 5 6 7 8	Scrubbing Pad 16" black Pranela - Tarlac Extension Office ry: Semi-Annual (1st delivery – upon contract implets) Mop Handle Mop Head Scouring Pad Steel Wool Trash Bag,XXL Trash Bag, Medium Dust Pan Toilet Brush Pail Rugs	1 10 mentation; 2nd delive 2 2 6 2 50 50	pc yards ry - after 6 pcs pcs pcs reams pcs pcs pc pc pc
23 24 2. SEC - Deliver months 1 2 3 4 5 6 7 8 9	Scrubbing Pad 16" black Pranela - Tarlac Extension Office Ty: Semi-Annual (1st delivery – upon contract implets) Mop Handle Mop Head Scouring Pad Steel Wool Trash Bag,XXL Trash Bag, Medium Dust Pan Toilet Brush Pail Rugs Soft Broom	1 10 mentation; 2nd delive 2 2 6 2 50 50 1 1 1	pc yards ry - after (pcs pcs pcs reams pcs pc pc pc pc pc pc pc
23 24 C. SEC - Deliver months 1 2 3 4 5 6 7 8 9 10	Scrubbing Pad 16" black Pranela - Tarlac Extension Office ry: Semi-Annual (1st delivery – upon contract implets) Mop Handle Mop Head Scouring Pad Steel Wool Trash Bag, XXL Trash Bag, Medium Dust Pan Toilet Brush Pail Rugs Soft Broom Wiper	1 10 mentation; 2nd delive 2 2 6 2 50 50 1 1 1 2 2	pc yards ry - after 6 pcs pcs pcs reams pcs pcs pc pc pc pc pc
23 24 2. SEC - Deliver months 1 2 3 4 5 6 7 8 9 10 11 12 13	Scrubbing Pad 16" black Pranela - Tarlac Extension Office ry: Semi-Annual (1st delivery – upon contract implets) Mop Handle Mop Head Scouring Pad Steel Wool Trash Bag, XXL Trash Bag, Medium Dust Pan Toilet Brush Pail Rugs Soft Broom Wiper Hand Brush	1 10 mentation; 2nd delive 2 2 6 6 2 50 50 1 1 1 1 2 2 2 2 1 1 2	pc yards ry - after 6 pcs pcs pcs reams pcs pc pc pc pc pc pc pc pc
23 24 2. SEC - Deliver months 1 2 3 4 5 6 7 8 9 10 11 12 13 14	Scrubbing Pad 16" black Pranela - Tarlac Extension Office ry: Semi-Annual (1st delivery – upon contract implets) Mop Handle Mop Head Scouring Pad Steel Wool Trash Bag, XXL Trash Bag, Medium Dust Pan Toilet Brush Pail Rugs Soft Broom Wiper Hand Brush Detergents	1 10 mentation; 2nd delive 2 2 6 2 50 50 1 1 1 2 2	pc yards ry - after 6 pcs pcs pcs reams pcs pc pc pc pc pc pc scs pc pc pc scs pc pc pc scs pcs p
23 24 2. SEC - Deliver months 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15	Scrubbing Pad 16" black Pranela - Tarlac Extension Office Ty: Semi-Annual (1st delivery – upon contract implets) Mop Handle Mop Head Scouring Pad Steel Wool Trash Bag, XXL Trash Bag, Medium Dust Pan Toilet Brush Pail Rugs Soft Broom Wiper Hand Brush Detergents Air Freshener (Premium/top quality)	1 10 mentation; 2nd delive 2 2 6 2 50 50 1 1 1 2 2 2	pc yards ry - after 6 pcs pcs pcs reams pcs pc pc pc pc pc pc pc scs pcs pc pc pc pc pc scs pcs p
23 24 2. SEC - Deliver months 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15	Scrubbing Pad 16" black Pranela - Tarlac Extension Office y: Semi-Annual (1st delivery – upon contract implets) Mop Handle Mop Head Scouring Pad Steel Wool Trash Bag, XXL Trash Bag, Medium Dust Pan Toilet Brush Pail Rugs Soft Broom Wiper Hand Brush Detergents Air Freshener (Premium/top quality) Cleaning/Disinfectant	1 10 mentation; 2nd delive 2 2 6 6 2 50 50 1 1 1 1 2 2 2 4 4 1 5 5	pc yards ry - after 6 pcs pcs pcs reams pcs pc pc pc pc pc sgs pcs pcs pc agal gal
23 24 2. SEC - Deliver months 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	Scrubbing Pad 16" black Pranela - Tarlac Extension Office ry: Semi-Annual (1st delivery – upon contract implets) Mop Handle Mop Head Scouring Pad Steel Wool Trash Bag, XXL Trash Bag, Medium Dust Pan Toilet Brush Pail Rugs Soft Broom Wiper Hand Brush Detergents Air Freshener (Premium/top quality) Cleaning/Disinfectant Deodorant Cake	1 10 mentation; 2nd delive 2 2 6 6 2 50 50 1 1 1 1 2 2 2 2 1 1 2 2 4 4 1 5 5 20	pc yards ry - after 6 pcs pcs pcs reams pcs pc pc pc pc pc sgs pcs pcs pcs pc
23 24 2. SEC - Deliver months 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	Scrubbing Pad 16" black Pranela - Tarlac Extension Office ry: Semi-Annual (1st delivery – upon contract implets) Mop Handle Mop Head Scouring Pad Steel Wool Trash Bag,XXL Trash Bag, Medium Dust Pan Toilet Brush Pail Rugs Soft Broom Wiper Hand Brush Detergents Air Freshener (Premium/top quality) Cleaning/Disinfectant Deodorant Cake Liquid Hand Soap	1 10 mentation; 2nd delive 2 2 6 6 2 50 50 1 1 1 1 2 2 2 4 4 1 5 5	pc yards ry - after 6 pcs pcs pcs reams pcs pc pc pc pc pc sds pcs pcs pcs pcs pcs pcs pcs pcs pcs pc
23 24 2. SEC - Deliver months 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	Scrubbing Pad 16" black Pranela - Tarlac Extension Office ry: Semi-Annual (1st delivery – upon contract implets) Mop Handle Mop Head Scouring Pad Steel Wool Trash Bag, XXL Trash Bag, Medium Dust Pan Toilet Brush Pail Rugs Soft Broom Wiper Hand Brush Detergents Air Freshener (Premium/top quality) Cleaning/Disinfectant Deodorant Cake	1 10 mentation; 2nd delive 2 2 6 6 2 50 50 1 1 1 1 2 2 2 2 1 1 2 2 4 1 1 5 5 20 3 3	pc yards ry - after 6 pcs pcs pcs reams pcs pc pc pc pc pc gcs pcs pc gcs pc pc pc pc ccc gcs pcs pcs pcs pcc pc

	M II	(
1	Mop Handle	6	pcs
2	Mop Head	6 3	pcs
3	Polishing Pad		pcs
4	Scouring Pad	6	pcs
5	Steel Wool	2	reams
6	Trash Bag, XXL	200	pcs
7	Trash Bag, Medium	200	pcs
8	Dust pan	6	pcs
9	Toilet Brush	6	pcs
10	Toilet pump	2	pcs
11	Pail	2	pcs
12	Rugs	6	kgs
13	Soft Broom	6	pcs
14	Wiper	1	рс
15	Hand Brush	2	pcs
16	Wax (premium/top quality)	1	gals
17		10	bars
18	i	3	gals
19		10	gals
20		50	pcs
21	Liquid Hand Soap (Premium/top quality)	3	gals
22	Push Brush	1	рс
23		1	pc
24	8	10	yards
	- Cebu Extension Office	10	jurus
	ry: Semi-Annual (1st delivery – upon contract implemen	tation. 2nd daliva	my often 6
months		tation, 2nd denve	ry – arter o
	Mop Handle	8	nos
2	1	8	pcs
			10.00
2			pcs
3	Polishing Pad	6	pcs
4	Polishing Pad Scouring Pad	6 25	pcs pcs
5	Polishing Pad Scouring Pad Steel Wool	6 25 10	pcs pcs reams
4 5 6	Polishing Pad Scouring Pad Steel Wool Trash Bag , XXL	6 25 10 500	pcs pcs reams pcs
4 5 6 7	Polishing Pad Scouring Pad Steel Wool Trash Bag , XXL Trash Bag , Medium	6 25 10 500 500	pcs pcs reams pcs pcs
4 5 6 7 8	Polishing Pad Scouring Pad Steel Wool Trash Bag , XXL Trash Bag , Medium Dust Pan	6 25 10 500 500 6	pcs pcs reams pcs pcs pcs
4 5 6 7 8 9	Polishing Pad Scouring Pad Steel Wool Trash Bag , XXL Trash Bag , Medium Dust Pan Window Glass Cleaner	6 25 10 500 500 6 1	pcs pcs reams pcs pcs pcs pcs gal
4 5 6 7 8 9	Polishing Pad Scouring Pad Steel Wool Trash Bag , XXL Trash Bag , Medium Dust Pan Window Glass Cleaner Scrubbing Pad, 16" black	6 25 10 500 500 6 1 2	pcs pcs reams pcs pcs pcs pcs pcs pcs
4 5 6 7 8 9 10	Polishing Pad Scouring Pad Steel Wool Trash Bag , XXL Trash Bag , Medium Dust Pan Window Glass Cleaner Scrubbing Pad, 16" black Toilet Brush	6 25 10 500 500 6 1 2	pcs pcs reams pcs pcs pcs pcs pcs pcs gal pcs pcs
4 5 6 7 8 9 10 11	Polishing Pad Scouring Pad Steel Wool Trash Bag , XXL Trash Bag , Medium Dust Pan Window Glass Cleaner Scrubbing Pad, 16" black Toilet Brush Toilet Pump	6 25 10 500 500 6 1 2 3	pcs pcs reams pcs pcs pcs pcs pcs pcs gal pcs pcs pcs
4 5 6 7 8 9 10 11 12	Polishing Pad Scouring Pad Steel Wool Trash Bag , XXL Trash Bag , Medium Dust Pan Window Glass Cleaner Scrubbing Pad, 16" black Toilet Brush Toilet Pump Pail	6 25 10 500 500 6 1 2 3 4	pcs pcs reams pcs pcs pcs pcs pcs pcs pcs gal pcs pcs pcs pcs
4 5 6 7 8 9 10 11 12 13	Polishing Pad Scouring Pad Steel Wool Trash Bag , XXL Trash Bag , Medium Dust Pan Window Glass Cleaner Scrubbing Pad, 16" black Toilet Brush Toilet Pump Pail Rugs	6 25 10 500 500 6 1 2 3 4 6 25	pcs pcs reams pcs pcs pcs pcs pcs pcs gal pcs pcs pcs
4 5 6 7 8 9 10 11 12 13 14	Polishing Pad Scouring Pad Steel Wool Trash Bag , XXL Trash Bag , Medium Dust Pan Window Glass Cleaner Scrubbing Pad, 16" black Toilet Brush Toilet Pump Pail Rugs Soft broom	6 25 10 500 500 6 1 2 3 4 6 25	pcs pcs reams pcs pcs pcs pcs pcs pcs pcs gal pcs pcs pcs pcs
4 5 6 7 8 9 10 11 12 13 14 15	Polishing Pad Scouring Pad Steel Wool Trash Bag , XXL Trash Bag , Medium Dust Pan Window Glass Cleaner Scrubbing Pad, 16" black Toilet Brush Toilet Pump Pail Rugs Soft broom Stick broom	6 25 10 500 500 6 1 2 3 4 6 25 12	pcs pcs reams pcs pcs pcs gal pcs pcs pcs pcs kgs
4 5 6 7 8 9 10 11 12 13 14 15	Polishing Pad Scouring Pad Steel Wool Trash Bag , XXL Trash Bag , Medium Dust Pan Window Glass Cleaner Scrubbing Pad, 16" black Toilet Brush Toilet Pump Pail Rugs Soft broom	6 25 10 500 500 6 1 2 3 4 6 25	pcs pcs reams pcs pcs pcs gal pcs pcs pcs pcs pcs pcs pcs
4 5 6 7 8 9 10 11 12 13 14 15	Polishing Pad Scouring Pad Steel Wool Trash Bag , XXL Trash Bag , Medium Dust Pan Window Glass Cleaner Scrubbing Pad, 16" black Toilet Brush Toilet Pump Pail Rugs Soft broom Stick broom Pranella	6 25 10 500 500 6 1 2 3 4 6 25 12 2 25 6	pcs pcs reams pcs pcs pcs gal pcs
4 5 6 7 8 9 10 11 12 13 14 15 16	Polishing Pad Scouring Pad Steel Wool Trash Bag , XXL Trash Bag , Medium Dust Pan Window Glass Cleaner Scrubbing Pad, 16" black Toilet Brush Toilet Pump Pail Rugs Soft broom Stick broom Pranella Hand Brush	6 25 10 500 500 6 1 2 3 4 6 25 12 2 25	pcs pcs reams pcs pcs pcs pcs gal pcs pcs pcs pcs pcs pcs pcs yards
4 5 6 7 8 9 10 11 12 13 14 15 16 17	Polishing Pad Scouring Pad Steel Wool Trash Bag , XXL Trash Bag , Medium Dust Pan Window Glass Cleaner Scrubbing Pad, 16" black Toilet Brush Toilet Pump Pail Rugs Soft broom Stick broom Pranella Hand Brush Push Brush	6 25 10 500 500 6 1 2 3 4 6 25 12 2 25 6	pcs pcs reams pcs pcs pcs gal pcs
4 5 6 7 8 9 10 11 12 13 14 15 16 17	Polishing Pad Scouring Pad Steel Wool Trash Bag , XXL Trash Bag , Medium Dust Pan Window Glass Cleaner Scrubbing Pad, 16" black Toilet Brush Toilet Pump Pail Rugs Soft broom Stick broom Pranella Hand Brush Push Brush	6 25 10 500 500 6 1 2 3 4 6 25 12 2 2 25 6	pcs pcs reams pcs pcs pcs gal pcs
4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	Polishing Pad Scouring Pad Steel Wool Trash Bag , XXL Trash Bag , Medium Dust Pan Window Glass Cleaner Scrubbing Pad, 16" black Toilet Brush Toilet Pump Pail Rugs Soft broom Stick broom Pranella Hand Brush Push Brush Spray Gun Cleanser, Powder	6 25 10 500 500 6 1 2 3 4 6 25 12 2 25 6 3 3	pcs pcs reams pcs pcs pcs gal pcs
4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	Polishing Pad Scouring Pad Steel Wool Trash Bag , XXL Trash Bag , Medium Dust Pan Window Glass Cleaner Scrubbing Pad, 16" black Toilet Brush Toilet Pump Pail Rugs Soft broom Stick broom Pranella Hand Brush Push Brush Spray Gun Cleanser, Powder Soap, Powder	6 25 10 500 500 6 1 2 3 4 6 25 12 2 25 6 3 3 5	pcs pcs reams pcs pcs pcs gal pcs
4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	Polishing Pad Scouring Pad Steel Wool Trash Bag , XXL Trash Bag , Medium Dust Pan Window Glass Cleaner Scrubbing Pad, 16" black Toilet Brush Toilet Pump Pail Rugs Soft broom Stick broom Pranella Hand Brush Push Brush Spray Gun Cleanser, Powder Soap, Powder Detergents	6 25 10 500 500 6 1 2 3 4 6 25 12 2 25 6 3 3 3 5 5	pcs pcs reams pcs pcs pcs gal pcs pcs pcs pcs pcs pcs pcs pcs kgs pcs pcs pcs kgs pcs pcs kgs pcs pcs pcs pcs pcs pcs pcs pcs pcs pc
4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	Polishing Pad Scouring Pad Steel Wool Trash Bag , XXL Trash Bag , Medium Dust Pan Window Glass Cleaner Scrubbing Pad, 16" black Toilet Brush Toilet Pump Pail Rugs Soft broom Stick broom Pranella Hand Brush Push Brush Spray Gun Cleanser, Powder Soap, Powder Detergents Furniture Polish	6 25 10 500 500 6 1 2 3 4 6 25 12 2 25 6 3 3 3 5 5	pcs pcs reams pcs pcs pcs gal pcs pcs pcs pcs pcs pcs pcs pcs kgs pcs pcs pcs kgs pcs pcs pcs pcs pcs pcs pcs pcs pcs pc
4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25	Polishing Pad Scouring Pad Steel Wool Trash Bag , XXL Trash Bag , Medium Dust Pan Window Glass Cleaner Scrubbing Pad, 16" black Toilet Brush Toilet Pump Pail Rugs Soft broom Stick broom Pranella Hand Brush Push Brush Spray Gun Cleanser, Powder Soap, Powder Detergents Furniture Polish Metal Polish	6 25 10 500 500 6 1 2 3 4 6 25 12 2 25 6 3 3 5 5 5	pcs pcs reams pcs pcs pcs gal pcs pcs pcs pcs pcs pcs pcs pcs pcs kgs pcs pcs pcs pcs syards pcs pcs pcs cans cans
4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25	Polishing Pad Scouring Pad Steel Wool Trash Bag , XXL Trash Bag , Medium Dust Pan Window Glass Cleaner Scrubbing Pad, 16" black Toilet Brush Toilet Pump Pail Rugs Soft broom Stick broom Pranella Hand Brush Push Brush Spray Gun Cleanser, Powder Soap, Powder Detergents Furniture Polish Metal Polish Equipment polish	6 25 10 500 500 6 1 2 3 4 6 25 12 2 25 6 3 3 3 5 5	pcs pcs reams pcs pcs pcs gal pcs pcs pcs pcs pcs pcs pcs pcs kgs pcs pcs pcs kgs pcs pcs pcs pcs pcs pcs pcs pcs pcs pc

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28	Toilet and Bowl Cleaner (premium/top quality)	12	gals
29	Cleaning / Disinfectant	20	gals
30	Wax, Teranova (Premium/Top Quality)	1	gals
31	Spectacular wax (Premium/Top Quality)	12	gals
32	Complete wax (Premium/Top Quality)	3	gals
33	Deodorant Cake	50	pcs
34	Liquid Hand Soap (Premium/Top Quality)	6	gals
	Waste Basket 26L	2	pcs
H.SEC-	- Davao Extension Office	"	
	ry: Semi-Annual (1st delivery – upon contract implementar	tion. 2nd dolive	my often 6
months	• • • • • • • • • • • • • • • • • • • •	non; zna denve	ry – anter o
1	Mop Handle	3	pcs
2	Mop Head	9	pcs
3	Steel Wool	2	reams
4	Trash Bag, XXL	250	pcs
5	Trash Bag, Medium	250	pcs
6	Dust Pan	6	pcs
7	Window Glass Cleaner	1	pcs
8	Scrubbing Pad, 16" black	3	pcs
9	Toilet Brush	3	pcs
10	Toilet Pump	3	pcs
11	Pail	3	pcs
12	Rugs	25	kgs
13	Soft Broom	12	pcs
14	Wiper	12	•
15	Pranella	25	pc pcs
16	Hand Brush	23	
17	Push Brush	3	pcs
		2	pcs
18	Spray Gun	5	pcs
19	Cleanser, powder	5	kgs
20	Soap, Powder		kgs
21	Detergents	5	bars
22	Furniture Polish	1	can
	Metal Polish	1	can
24	Air Freshener (Premium/top quality)	3	gals
25	Toilet and Bowl Cleaner (Premium/top quality)	12	gals
26	Cleaning/Disinfectant	5	gals
27	Deodorant Cake	100	pcs
28	Liquid Hand Soap (Premium/top quality)	6	gals
29	Dishwashing Liquid	6	gals
30	Sponge (for dishwashing)	30	pc
31	Sando Bag, L	250	pc
32	Sando Bag, XL	250	рс
33	Door / Floor Mat	10	pc
34	Alcohol	10	gals
35	Disinfectant Spray (ex. Lysol)	10	gals
I. SEC-	- Iloilo Extension Office	•	
Deliver months	ry: Semi-Annual (1st delivery – upon contract implementar	tion; 2nd delive	ry – after 6
111011111	Mop Handle	8	nos
2		8	pcs
	Mop Head		pcs
3	Polishing Pad	6	pcs
4	Scouring Pad	25	pcs
5	Steel Wool	10	reams

6	Trash Bag , XXL	500	nce
7	Trash Bag, Medium	500	pcs
8	Dust Pan	6	pes
9	Window Glass Cleaner	1	pcs
		2	pcs
10	\mathcal{C}		pcs
11	Toilet Brush	3	pcs
12	Toilet Pump	4	pcs
13	Pail	6	pcs
14	8	25	kgs
15	Soft Broom	12	pcs
16		25	pcs
17	Hand Brush	6	pcs
18	Push Brush	3	pcs
19	Spray Gun	3	pcs
20	Cleanser, Powder	3	kgs
21	Soap, Powder	5	kgs
22	Detergents	10	bars
23	Furniture Polish	2	cans
24		2	cans
25		2	cans
26	Air Freshener (Premium/top quality)	2	gals
27		12	gals
28	1 1 27	20	gals
29		1	gal
30		3	gals
31	Wax Sealer	3	
		50	gals
32			pcs
	Liquid Hand Soap (Premium/Top Quality)	6	gals
	Stick broom	2	pcs
	Waste Basket 26L	2	pcs
	- Bacolod Extension Office		
	y: Semi-Annual (1st delivery – upon contract implementati	on; 2nd delive	ry – after 6
months	,	1	
1	Mop Handle	2	pcs
2	Mop Head	2	pcs
3	Scouring Pad	6	pcs
4	Steel Wool	3	reams
5	Trash Bag, XXL	50	pcs
6	Ô	50	pcs
7	Dust Pan	1	рс
8	Toilet Brush	1	рс
9	Pail	1	рс
10		2	kgs
11	Soft Broom	2	pcs
12		1	pc
13	Hand Brush	2	pcs
14		4	bars
15		1	gal
16		10	gal
17		50	
		30	pcs
18	Liquid Hand Soap		gals
19		10	yards
20	Stick broom	1	pc

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

	T1 D	Cuiss A Documents
	<u>Legal D</u>	<u>ocuments</u>
	(a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
	<u>Technic</u>	cal Documents
	(b)	Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and
	(c)	Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; and
	(d)	Original copy of Bid Security stated in the BDS . If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; or Original copy of Notarized Bid Securing Declaration; and
	(e)	Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable; and
	(f)	Original duly signed Omnibus Sworn Statement (OSS); and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.
	<u>Finance</u>	ial Documents
	(g)	The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
		A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.
		Class "B" Documents
	(h)	If applicable, a duly signed joint venture agreement (JVA) in case the joint
		venture is already in existence; <u>or</u> duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.
FIN	IANCIA	L COMPONENT ENVELOPE
	(a) (b)	Original of duly signed and accomplished Financial Bid Form; and Original of duly signed and accomplished Price Schedule(s).

SAMPLE FORMS

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BID FORM

Date : April ___ , 2023 Public Bidding No. 2023-016

To:

The Bids and Awards Committee

Securities and Exchange Commission The SEC Headquarters, 7907 Makati Avenue Salcedo Village, Bel-Air, 1209 Makati City

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply/deliver/perform the following in conformity with the said PBDs for the sum below or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid:

Lot No.	PROJECT TITLE	Quantity	(Inclusive of	BID VAT and oth	er applicable taxes)	
			Monthly Cost	VAT (%)	Total	
1	Service Agreement for Janitorial Manpower and Utility Services	12 Months	Php	Php	Php	
2	Contingency to cover cost of additional Janitorial Personnel that may be required and to cover the cost of overtime (FIXED)				Php 5,600,000.00	
Amou	Amount in words:					

The total bid price includes the cost of all taxes, such as, but not limited to *value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties,* which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

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

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 Single or Lowest Calculated Bid or any Bid you may receive.

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

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

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

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

CONTRACT AGREEMENT

THIS AGREEMENT made the __ day of [month] [year] between the **SECURITIES AND EXCHANGE COMMISSION** (hereinafter called "the Entity"), with office address at the SEC Headquarters, 7907 Makati Avenue, Salcedo Village, Bel-Air, Makati City, represented herein by [name of the authorized representative], of the one part and [NAME OF THE CONTRACTOR/SUPPLIER/AWARDEE], herein represented by [name of the authorized representative], Authorized Representative, with office address at [complete address], (hereinafter called "the Supplier") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] ("the Project") and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures in specified currency] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
- 3. In consideration for the sum of Contracted Price or such other sums as may be ascertained, the Supplier agrees to provide the Project in accordance with his/her/its Bid.

4. The Entity agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

SECURITIES AND EXCHANGE COMMISSION

[Insert Name of Supplier]

CERTIFIED FUNDS AVAILABLE

[Insert Name and Signature]
Director, Financial Management Department

Acknowledgment

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

REPU	JBLIC OF	THE PHIL	IPPINES	;)
CITY	/MUNICI	PALITY OI	F) S.S.

AFFIDAVIT

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

1. Select one, delete the other:

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

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

2. Select one, delete the other:

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

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

- 3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Unified Guidelines on Blacklisting:
- 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- 5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. Select one, delete the rest:

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

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

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

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. [Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract:
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- 9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
- 10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any

payment received by a person	or entity u	ınder an o	obligation	involving th	e duty	y to
deliver certain goods or se	rvices, to	the prej	udice of	the public	and	the
government of the Philippines	pursuant	<u>to Article</u>	315 of Act	No. 3815 s	1930	, as
amended, or the Revised Penal	Code.					
IN WITNESS WHEREOF, I have here	unto cat m	y hand thi	s day of	20 at		
Philippines.	tunto set m	y manu um	s uay or	, 20 at _		
r r						
Bidder's Representative/Autho	_ rized Signat	cory				

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

REPUBLIC	OF THE PHILIPPINES)
CITY OF) S.S.
	•
Y	x

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

To:

The Bids and Awards Committee

Securities and Exchange Commission The SEC Headquarters, Makati Avenue Salcedo Village, Bel-Air, Makati City

I/We², 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.
- 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].

² Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

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

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

Statement of all Ongoing Contracts including Awarded but not yet Started Government & Private Contracts, whether similar or not similar in nature and complexity to the contract to be bid

Name of Contract (Project Title and Name of Entity)	Date of contract	Contract duration	Owner's name and address	Kind of Goods	Amount of contract	Value of outstanding works	Date of Delivery
							(Date of Delivery shall refer to the expected date the project shall be fully completed/delivere d or paid)

Note:

- 1. Current/on-going extended contracts should be included in the list
- 2. On-going extended contracts should be included in the list

Instructions:

- a) If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- b) The total amount of the ongoing and awarded but not yet started contract should be consistent with those used in the Net Financing Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility documents

Submitted by:

Company Name:	
Authorized Representative:	
Designation:	(Signature over printed name)
Date:	

Statement of Single Largest Completed Contract similar to the contract to be bid within the five (5) years period

This is to certify that the project named below is the Single Largest Completed Contract similar to the contract to be bid, within the five (5) years period

Name of Contract (Project Title and Name of Entity)	Date of contract	Contract duration	Owner's name and address	Kind of Goods	Amount of completed contracts, adjusted by the bidder to current prices using PSA's	Date of Delivery (Date of Delivery shall refer to the date the
					consumer price index, if necessary	project was fully delivered, completed or paid)

Note: Bidder shall attach the following:

- 1. Photocopy of approved Contract or Purchase Order/Work Order
- 2. End-user's Certificate of Completion or Acceptance from bidder's client or Official Receipt issued for the contract covering the full amount of the contract.

Submitted by:	
Company Name:	
Authorized Representative:	
_	(Signature over printed name)
Designation:	
Date:	

AUTHORITY OF SIGNATORY (For Corporation)

		al age, Filipino, with to in accordance with	
and state:	, areer being daily swor	ir to in accordance with	law do hereby depose
organized and existing That at the special me held at the principal o	g under and by virtue of eeting of the Board of Di ffice on (Date of Meeting	ry of (Name of Corporati applicable Philippine law rectors of the said corpo g) at which a quorum wa imously approved to wit	vs: oration, duly called and as presented and voting
government issued id sign in behalf of the C of complying with the	entification cards with orporation, to submit d	imen signature/initials signatures as attachmen ocuments and represen	nt, is/are authorized to
NAME	ID WITH SIGNATURE PRESENTED	SPECIMEN SIGNATURE	SPECIMEN INITIALS
IN WITNESS WHERE	OF, I have hereunto a	offix my signature this	day of at
		NTED NAME/SIGNATUR RPORATE SECRETARY	E
(Name of Corporate S his/her (Identification	ecretary) who has satist n Card presented), tha	ne City of this factorily proven to me h t he/she is the same p knowledged that he/she	is/her identity through person who personally
	NOT	TARY PUBLIC	
Doc. No Page No Book No Series of			

AUTHORITY OF SIGNATORY (For Sole Proprietor/Partnership)

- I, (Name Owner/Managing Partner), of legal age, [civil status], Filipino, and residing at [address of affiant], after having been duly sworn in accordance with law do hereby depose and state that:
 - 1. I am the Sole Proprietor/Managing Partner of [Name of Bidder], with office address at [Address of Bidder;
 - 2. As the Sole Proprietor/Managing Partner of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for [Name of the Project] of the [Name of the Procuring Entity];
 - 3. As the Sole Proprietor/Managing Partner of [Name of Bidder], I authorized [Name of Representative] whose specimen signature/initials and copy of acceptable government issued identification cards with signatures as clearly shown attachment, is authorized to sign in behalf of the [Name of Bidder], to submit documents and represent solely for the purpose of complying with the bidding of [Name of Project]

NAME	ID WITH SIGNATURE PRESENTED	SPECIMEN SIGNATURE	SPECIMEN INITIALS

		PRINTED NAME/SIGNATURE fore me in the City of this day of by the has satisfactorily proven to me his/her identity through sented), that he/she is the same person who personally fiant and acknowledged that he/she executed the same. NOTARY PUBLIC	
IN WITNESS WHER	REOF, I have hereunt	o affix my signature th	is day of at
	I	PRINTED NAME/SIGNATU	JRE
(Name of Corporate his/her (Identificati	Secretary) who has sa on Card presented),	tisfactorily proven to me that he/she is the same	his/her identity through person who personally
	ľ	NOTARY PUBLIC	
Doc No			

Page No. ____ Book No. ____ Series of.

BID PRICE SCHEDULE 1 DETAILED COST DISTRIBUTION

				THE	SEC HEA	ADQUAR'			LD C03				CDOE				(СЕО						BCD
											LEO	BEO	0	TEO	ZEO			.20		DEO		IEO		EO
COST BREAKDOWN	Janit or	Hauler	Electricia n	Technicia	Carpente r/ Plumber	Driver (6 days)	Driver (5days)	Gardene r	Asst. Super visor	Super visor	Janit or	Janito r	Janitor	Janito r	Janit or	Janitor	Hauler	Electricia n	Plumber/ Carpenter	Janitor	Janito r	Electricia	Plumber/ Carpenter	,
Let "DW" = Daily Wage																							<u> </u>	
Average Pay/Month (DW x 313/12)																							ļ Ļ	
5 Days Incentive Leave																							ļ	
13th Month Pay																								
ECOLA																								
A. TOTAL AMOUNT TO CONTRACTOR																								
Pag-ibig Contribution																								
SSS Contribution																								
Philhealth Contribution																								
ECC																							 	
B. TOTAL AMT TO GOV'T IN FAVOR OF CONTRACTORS SERVICE PROVIDER																								
TOTAL AMT TO CONTRACTOR & GOV'T																								
(A+B)																							ļ	
Cost of Cleaning Supplies and Materials																								
Cost of Cleaning Equipment and Tools																								
ADM & OPERATING OVERHEAD																							ļ	
TOTAL MONTHLY CONTRACT RATE																								
BEFORE VAT																								
Add: 12% VAT																								
TOTAL MONTHLY CONTRACT RATE																							ļ———	
No. of Manpower Requirements	28	24	2	1	2	2	10	1	1	1	2	2	2	1	2	4	2	1	1	3	3	1	1	2
TOTAL CONTRACT RATE PER MONTH																								
TOTAL CONTRACT PRICE FOR ONE (1)																								
YEAR																							<u> </u>	
CONTINGENCY to Cover Cost of Additional Janitorial Personnel that may be required and Cost of Overtime (FIXED)		Php 5,600,000.00																						
GRAND TOTAL																								

BID PRICE SCHEDULE 2

Cost of Cleaning Materials and Supplies/Cleaning Equipment and Tools

	ITEMS		QUANTITY	UN	TIME USAGE	TOTAL	UNIT		TOTAL
				IT/		OHANTITY	PRIC		AMOUNT
1									
2									
3									
4									
5									
6									
7									
8									
9									
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