

**UNIVERSITY OF THE PHILIPPINES
BAGUIO**

PHILIPPINE BIDDING DOCUMENTS

Procurement of Goods

Government of the Republic of the Philippines

**PROCUREMENT OF TWELVE
(12) MONTH-JANITORIAL
SERVICES**

UPB-BID2022-EPA2023-03

**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.

Table of Contents

GLOSSARY OF ACRONYMS, TERMS, AND ABBREVIATIONS	4
SECTION I. INVITATION TO BID.....	7
SECTION II. INSTRUCTIONS TO BIDDERS.....	11
1. SCOPE OF BID.....	12
2. FUNDING INFORMATION	12
3. BIDDING REQUIREMENTS.....	12
4. CORRUPT, FRAUDULENT, COLLUSIVE, AND COERCIVE PRACTICES.....	12
5. ELIGIBLE BIDDERS	12
6. ORIGIN OF GOODS.....	13
7. SUBCONTRACTS	13
8. PRE-BID CONFERENCE	13
9. CLARIFICATION AND AMENDMENT OF BIDDING DOCUMENTS.....	13
10. DOCUMENTS COMPRISING THE BID: ELIGIBILITY AND TECHNICAL COMPONENTS.....	14
11. DOCUMENTS COMPRISING THE BID: FINANCIAL COMPONENT.....	14
12. BID PRICES	14
13. BID AND PAYMENT CURRENCIES	15
14. BID SECURITY.....	15
15. SEALING AND MARKING OF BIDS	15
16. DEADLINE FOR SUBMISSION OF BIDS.....	16
17. OPENING AND PRELIMINARY EXAMINATION OF BIDS	16
18. DOMESTIC PREFERENCE.....	16
19. DETAILED EVALUATION AND COMPARISON OF BIDS.....	16
20. POST-QUALIFICATION	17
21. SIGNING OF THE CONTRACT.....	17
SECTION III. BID DATA SHEET	18
BID DATA SHEET	19
SECTION IV. GENERAL CONDITIONS OF CONTRACT	23
1. SCOPE OF CONTRACT	24
2. ADVANCE PAYMENT AND TERMS OF PAYMENT	24
3. PERFORMANCE SECURITY	24
4. INSPECTION AND TESTS	24
5. WARRANTY	25
6. LIABILITY OF THE SUPPLIER.....	25
SECTION V. SPECIAL CONDITIONS OF CONTRACT.....	26
SECTION VI. SCHEDULE OF REQUIREMENTS.....	35
SECTION VII. TECHNICAL SPECIFICATIONS.....	37
SECTION VIII. CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS.....	43
SECTION IX. SAMPLE FORMS	46

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.

NECC – 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:

1. 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;
2. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
3. The deadline for the submission and receipt of bids; and
4. 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.

UNIVERSITY OF THE PHILIPPINES BAGUIO
Governor Pack Road, Baguio City

**INVITATION TO BID FOR
PROCUREMENT OF TWELVE (12) MONTH-
JANITORIAL SERVICES FOR CY 2023
UPB-BID2022-EPA2023-03**

1. The **University of the Philippines Baguio** (UP Baguio), through the **General Appropriations Act and Special Appropriations CY 2023** intends to apply the sum of **Six Million One Hundred Ninety Nine Thousand Two Hundred Thirty Four and 07/100 Pesos Only (Php 6,199,234.07)** being the ABC to payments under the contract for **Procurement of Twelve (12) Month-Janitorial Services for CY 2023 with Bid Reference No. UPB-BID2022-EPA2023-03**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **University of the Philippines Baguio** now invites bids for the above Procurement Project. Delivery of the services require **Twelve (12) months of contract duration**. 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 non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from **University of the Philippines Baguio** and inspect the Bidding Documents at the address given below from **Monday to Friday from 8:30AM to 4:30PM**.
5. A complete set of Bidding Documents may be acquired by interested bidders starting **11 October 2022 (Tuesday)** from the given address and website below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Seven Thousand Pesos Only (Php 7,000.00)**.

Personal payment at the UP Baguio Cashier's office or thru:

Bank: Development Bank of the Philippines (DBP)

Branch: Baguio City

Account Name: UP Baguio Trust Fund

Account Number: 0-00363-510-1

(Please make at least 2 copies of the deposit slip)

For the Official Receipt, you may proceed at the Cashier's Office for the issuance of the Official Receipt from 8:00 a.m. to 4:00 p.m., Monday to Friday.

Proof of payment must be presented upon acquiring a complete set of bidding documents at the BAC Secretariat's Office.

The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, or by facsimile, or through electronic means.

6. The **University of the Philippines Baguio** will hold a **Pre-Bid Conference on 19 October 2022 (Wednesday) at 9:00 AM** at University of the Philippines Baguio, Governor Pack Road, 2600 Baguio City, and/or through zoom conferencing which shall be open to prospective bidders.

For those participating via zoom conferencing, the link below is provided for advance registration:

<https://up-edu.zoom.us/meeting/register/tJEqfuqrqjwqGtFkYlpLkUKVDi4gmh85WRug>

Information about the meeting will be provided on the confirmation email after registration.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below **on or before 8:30 AM on 03 November 2022 (Thursday)**. Late bids shall not be accepted.

BAC Office

Iskolar ng Bayan Building

UP Baguio

Governor Pack Road, Baguio City

Email : bac.upbaguio@up.edu.ph

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 14**.
9. Bid opening shall be at **10:30 AM on 03 November 2022 (Thursday) at University of the Philippines Baguio**, Governor Pack Road, Baguio City. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

For those participating via zoom conferencing, the link below is provided for advance registration:

<https://up-edu.zoom.us/meeting/register/tJElduqtqj8uGt0-o8Xww5WXU5P0dwHEDp5t>

Information about the meeting will be provided on the confirmation email after registration.

Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. The **University of the Philippines Baguio** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. Bidders shall read the Bidding documents carefully and comply with the requirements indicated. Failure to comply may lead to disqualification of the bid.
12. Bidders are encouraged to properly use tabs and identify the documents submitted for ease of reference in the opening of bids.
13. For further information, please refer to:

Brian D. Lumague
Supply and Property Management Office
Isabelo delos Reyes Building
UP Baguio
Governor Pack Road, Baguio City
Telefax. No. (074) 442 3484, (074) 446 9973
email: bac.upbaguio@up.edu.ph
http://www.bac.upb.edu.ph

14. For downloading of Bidding Documents, visit:

<https://www.upb.edu.ph/bids-and-awards-committee-bac>

Date of Issue: 11 October 2022

JOEL M. ADDAWE
BAC Chairperson

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, **University of the Philippines Baguio** wishes to receive Bids for the **Procurement of Twelve (12) Month-Janitorial Services for CY 2023 with Bid Reference No. UPB-BID2022-EPA2023-03**.

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 2023 in the amount of **Six Million One Hundred Ninety Nine Thousand Two Hundred Thirty Four and 07/100 Pesos Only (Php 6,199,234.07)**.
- 2.2. The source of funding is the **General Appropriations Act and Special Appropriations**.

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. Personally 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. Foreign ownership limited to those allowed under the rules may participate in this Project.

- 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, The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (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:

- a. Subcontracting is not allowed.
- 7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

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 University of the Philippines Baguio, Governor Pack Road, Baguio City and through videoconferencing 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 Component

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

12. Bid Prices

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

- iv. The price of other (incidental) services, if any, listed in 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 until **03 March 2023**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit two (2) copies of the first and second components of its Bid per lot.

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

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.

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. 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 may be. 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	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. Experience in providing janitorial services in one of the following entities: <ul style="list-style-type: none"> -Universities -Colleges -Government Agencies -Hospitals -other public or private entities b. Completed within five (5) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP University of the Philippines Baguio, Governor Pack Road, Baguio City for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> • The amount of not less than One Hundred Twenty Three Thousand Nine Hundred Eighty Four and 68/100 Pesos Only (Php 123,984.68) or two percent (2%) of Six Million One Hundred Ninety Nine Thousand Two Hundred Thirty Four and 07/100 Pesos Only (Php 6,199,234.07), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or • The amount of not less than Three Hundred Nine Thousand Nine Hundred Sixty One and 70/100 Pesos Only (Php 309,961.70) or five percent (5%) of Six Million One Hundred Ninety Nine Thousand Two Hundred Thirty Four and 07/100 Pesos Only (Php 6,199,234.07) of the lot participating, if bid security is in Surety Bond.
15	Each Bidder shall submit two (2) copies (Original and Copy no. 1) of the first and second components of its Bid per lot.
19.3	The Project will be awarded in one lot, with ABC of Six Million One Hundred Ninety Nine Thousand Two Hundred Thirty Four and 07/100 Pesos Only (Php 6,199,234.07) .
19.4	The Project shall be awarded as follows: One Project having several items which shall be awarded as one contract.

20.1	<p>List of additional post-qualification documents relevant to the Project that may be required by University of the Philippines Baguio:</p> <table border="1"> <thead> <tr> <th data-bbox="284 320 363 383">No.</th><th data-bbox="363 320 1489 383">Documents</th></tr> </thead> <tbody> <tr> <td data-bbox="284 383 363 450">1</td><td data-bbox="363 383 1489 450">BIR 2303</td></tr> <tr> <td data-bbox="284 450 363 551">2</td><td data-bbox="363 450 1489 551">Latest income and business tax returns (BIR Form 1701Q or 1702Q) filed and paid through the BIR Electronic Filing and Payment System (eFPS)</td></tr> <tr> <td data-bbox="284 551 363 685">3</td><td data-bbox="363 551 1489 685">Latest Value Added Tax Returns (Forms 2550M and 2550Q) or Percentage Tax Returns (forms 2551M), whichever is applicable, filed and paid through the BIR Electronic Filing and Payment System (eFPS)</td></tr> <tr> <td data-bbox="284 685 363 786">4</td><td data-bbox="363 685 1489 786">General Information Sheet and complete Articles of Incorporation (for bidders under SEC)</td></tr> <tr> <td data-bbox="284 786 363 853">5</td><td data-bbox="363 786 1489 853">Organizational set-up of the Agency</td></tr> <tr> <td data-bbox="284 853 363 954">6</td><td data-bbox="363 853 1489 954">Certification as to compliance with Manpower Requirements under Section VI. Schedule of Requirements</td></tr> <tr> <td data-bbox="284 954 363 1021">7</td><td data-bbox="363 954 1489 1021">Recommendations or certificate of appreciation, if any</td></tr> <tr> <td data-bbox="284 1021 363 1805">8</td><td data-bbox="363 1021 1489 1805"> <p>Notarized Certificate from the bidder under oath of its compliance with existing labor laws and standard, in case of procurement of services such as but not limited to Minimum Wage, SSS, PhilHealth, Pag-IBIG and Allowance for any increase of the above undertaking as maybe imposed by law or component authority. To support the certification, please attach copies of the following documents:</p> <ul style="list-style-type: none"> ● Payroll or pay slip duly acknowledged by the janitors/janitresses for the past three months; ● Official Receipt of remittance to the SSS with the attached Contribution Collection List (R-3 for SSS) for the past three months; ● Official Receipt of remittance to the PhilHealth with the Employer's Remittance Report (RF-1 for PhilHealth) for the past three months; ● Official Receipt of remittance to the Pag-IBIG with the attached Remittance List (HQP-PFF-053) for the past three months. </td></tr> </tbody> </table>	No.	Documents	1	BIR 2303	2	Latest income and business tax returns (BIR Form 1701Q or 1702Q) filed and paid through the BIR Electronic Filing and Payment System (eFPS)	3	Latest Value Added Tax Returns (Forms 2550M and 2550Q) or Percentage Tax Returns (forms 2551M), whichever is applicable, filed and paid through the BIR Electronic Filing and Payment System (eFPS)	4	General Information Sheet and complete Articles of Incorporation (for bidders under SEC)	5	Organizational set-up of the Agency	6	Certification as to compliance with Manpower Requirements under Section VI. Schedule of Requirements	7	Recommendations or certificate of appreciation, if any	8	<p>Notarized Certificate from the bidder under oath of its compliance with existing labor laws and standard, in case of procurement of services such as but not limited to Minimum Wage, SSS, PhilHealth, Pag-IBIG and Allowance for any increase of the above undertaking as maybe imposed by law or component authority. To support the certification, please attach copies of the following documents:</p> <ul style="list-style-type: none"> ● Payroll or pay slip duly acknowledged by the janitors/janitresses for the past three months; ● Official Receipt of remittance to the SSS with the attached Contribution Collection List (R-3 for SSS) for the past three months; ● Official Receipt of remittance to the PhilHealth with the Employer's Remittance Report (RF-1 for PhilHealth) for the past three months; ● Official Receipt of remittance to the Pag-IBIG with the attached Remittance List (HQP-PFF-053) for the past three months.
No.	Documents																		
1	BIR 2303																		
2	Latest income and business tax returns (BIR Form 1701Q or 1702Q) filed and paid through the BIR Electronic Filing and Payment System (eFPS)																		
3	Latest Value Added Tax Returns (Forms 2550M and 2550Q) or Percentage Tax Returns (forms 2551M), whichever is applicable, filed and paid through the BIR Electronic Filing and Payment System (eFPS)																		
4	General Information Sheet and complete Articles of Incorporation (for bidders under SEC)																		
5	Organizational set-up of the Agency																		
6	Certification as to compliance with Manpower Requirements under Section VI. Schedule of Requirements																		
7	Recommendations or certificate of appreciation, if any																		
8	<p>Notarized Certificate from the bidder under oath of its compliance with existing labor laws and standard, in case of procurement of services such as but not limited to Minimum Wage, SSS, PhilHealth, Pag-IBIG and Allowance for any increase of the above undertaking as maybe imposed by law or component authority. To support the certification, please attach copies of the following documents:</p> <ul style="list-style-type: none"> ● Payroll or pay slip duly acknowledged by the janitors/janitresses for the past three months; ● Official Receipt of remittance to the SSS with the attached Contribution Collection List (R-3 for SSS) for the past three months; ● Official Receipt of remittance to the PhilHealth with the Employer's Remittance Report (RF-1 for PhilHealth) for the past three months; ● Official Receipt of remittance to the Pag-IBIG with the attached Remittance List (HQP-PFF-053) for the past three months. 																		

9	Company profile and track record highlighting the following information: <ul style="list-style-type: none"> ● Liquidity of company ● Year established and number of years in the services ● Licenses or accreditation number ● Articles of Incorporation or Certificate of SEC registration with the latest general information sheet submitted to the SEC ● Name of satisfied clients ● Number of years serving each client
10	Certification for minimum qualification of personnel stated in individual profiles including but not limited to the following: <ul style="list-style-type: none"> ● Of Good Moral Character ● Physically and mentally fit ● 5 years supervisory experience for supervisor ● At least 21 years old
11	Certification from DOLE of No Pending Case
12	Housing Keeping Plan
13	Recruitment and Selection Criteria and Plan

Bidders must submit the post-qualification requirements within a non- extendible period of five (5) calendar days from the receipt of the notice of LCB/SCB from the BAC.

21.1	<p>List of additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.</p> <table border="1" data-bbox="284 318 1485 510"> <tr> <th data-bbox="284 318 363 383">No.</th><th data-bbox="363 318 1485 383">Documents</th></tr> <tr> <td data-bbox="284 383 363 448">1</td><td data-bbox="363 383 1485 448">Signed Notice of Award</td></tr> <tr> <td data-bbox="284 448 363 510">2</td><td data-bbox="363 448 1485 510">Performance Security in accordance with Section 39 of the Revised IRR of RA 9184</td></tr> </table>	No.	Documents	1	Signed Notice of Award	2	Performance Security in accordance with Section 39 of the Revised IRR of RA 9184
No.	Documents						
1	Signed Notice of Award						
2	Performance Security in accordance with Section 39 of the Revised IRR of RA 9184						
Additional Clause	The bidder, or its authorized representative/s, shall affix their initials on each and every page of the bid in the financial envelopes including documents that require the bidder's, or its authorized representative's signature.						

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 IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
1	<p>I. THE SCOPE OF WORKS TO BE UNDERTAKEN BY THE CONTRACTOR</p> <p>A. DAILY AND ROUTINE SERVICES:</p> <ol style="list-style-type: none"> 1.) Sweeping, mopping, spot scrubbing and polishing floors; 2.) Thorough cleaning, sanitizing and disinfecting of toilets, toilet bowls and washrooms; applying, sanitizing and disinfecting agents on commodes, urinals and wash basins; 3.) Dusting and/or damp-wiping of other vertical and horizontal surfaces, racks, cabinets, doors, windows, and fixtures/furniture including telephone units, electric fans, air conditioners and exhaust fans; 4.) Cleaning of all glass panes and panels; 5.) Collecting and emptying of trash and other disposable items at specified disposable points; 6.) Gardening in certain area; 7.) Arranging of classroom chairs and cleaning of blackboards/whiteboards; 8.) Other duties that may be assigned by the Vice Chancellor for Administration thru/or the Campus Maintenance Office from time to time. <p>B. WEEKLY SERVICES:</p> <ol style="list-style-type: none"> 1.) Scrubbing, waxing and polishing of floors, including stripping; 2.) Scrubbing and dusting of walls, ceilings, corridors and corners; 3.) Cutting of grass, cleaning of campus surrounding areas. <p>C. MONTHLY SERVICES:</p> <ol style="list-style-type: none"> 1.) Cleaning of gutters and downspouts; 2.) General cleaning. <p>II. PERSONNEL TO BE PROVIDED BY THE CONTRACTOR:</p> <ol style="list-style-type: none"> 1. The CONTRACTOR shall provide the UNIVERSITY with Thirty-Four (34) janitors/ janitresses who are well-trained, experienced and trustworthy. In no case shall the CONTRACTOR provide mere trainees, but only qualified, regular employees. The CONTRACTOR shall issue a certification that the janitors/ janitresses to be assigned to the UNIVERSITY have completed the training course/ program for janitors/janitresses and they are not mere trainees. Among the janitors/ janitresses to be assigned at the University, one shall act as a supervisor who shall be responsible for the efficient performance and conduct of

the janitors/janitresses, provided however that the CONTRACTOR shall assign a roving supervisor who shall spot-check the conduct of the agency janitors/janitresses at least once a week.

2. The CONTRACTOR shall undertake to reserve and/or replace any janitors/janitresses from his/her assignment if the UNIVERSITY finds it to be in the best interest of the service.
3. The CONTRACTOR shall also provide the Thirty-Four (34) janitors/janitresses the following at no cost to them or the University;
 - a. 68 sets of uniform (2 sets per janitor/janitress)
 - b. 34 sets of raincoat and boots;
 - c. 68 sets of arm sleeve cover (pair) (2 sets per janitor/janitress)
 - d. Face mask, disposable (50 pieces per month per janitor/janitress)
 - e. Php 1,000.00 Communication Allowance per month for the Officer-in-Charge

III. WORK SCHEDULE TO BE FOLLOWED BY THE CONTRACTOR:

1. The CONTRACTOR hereby undertakes to carry out the following schedule:

Tour of Duty	No. of man hours	No. of personnel
0700-1600H	8 hours with 1 hour break, Monday to Friday	22
0800-1700H	8 hours with 1 hour break, Monday to Friday	12
0800-1700H	8 hours with 1 hour break, Saturday	5
0800-1700H	8 hours with 1 hour break, Sunday	5

Units/Offices concerned may, however, apply a forty (40) hour week schedule suited to their particular needs.

2. One-hour noon break and 15-minute coffee breaks in the morning and in the afternoon shall be taken by the janitors/janitresses on a staggered basis so that there is always someone on duty and available in the building to be serviced.

	<p>IV. WARRANTIES:</p> <ol style="list-style-type: none"> 1. Since the personnel and other employees of the CONTRACTOR assigned to the UNIVERSITY are not employees of the UNIVERSITY, the CONTRACTOR shall be responsible for all claims or personal injury or damage, including death, caused by said personnel to any third party in the course of the performance of their janitorial functions and duties. 2. The CONTRACTOR shall be jointly and severally liable with its concerned employees and personnel for any damage caused to the UNIVERSITY, its property and/or staff and to third persons due to tortuous or criminal acts committed by the CONTRACTOR'S personnel. 3. The CONTRACTOR shall hold the UNIVERSITY free and harmless from any act or negligence whatsoever, or from any claim by any or all of the personnel supplied by the CONTRACTOR performing services pursuant to this contract whether under the Employees' Compensation Law, and any or all Philippine Labor Laws. As the CONTRACTOR'S personnel are not employees of the UNIVERSITY, due and faithful compliance with the aforementioned laws devolved entirely upon the CONTRACTOR. 4. The CONTRACTOR, upon official notice by the UNIVERSITY, shall immediately replace, suspend, and or discharge/terminate the services of the CONTRACTOR'S employees who are assigned to the UNIVERSITY, and whose behavior, appearance, conduct and performance is not in conformity with the standards set by the UNIVERSITY.
	<p>V. OBLIGATIONS OF THE UNIVERSITY:</p> <ol style="list-style-type: none"> 1. All electricity, janitorial supplies and equipment, and water to be used in the performance of the services to be rendered therein shall be made available by the UNIVERSITY at no cost to the CONTRACTOR. 2. The UNIVERSITY shall also make available to the CONTRACTOR designated areas/spaces for use of the latter's personnel for purposes of administration, supervision and storage of equipment, materials and supplies no cost to the CONTRACTOR. 3. For and inconsideration of the services to be rendered by the CONTRACTOR, the UNIVERSITY shall, during the existence of this contract, pay the CONTRACTOR the amount of contract for Twelve (12) months, inclusive of the required government contributions and other expenses. Subject to adjustment if there are new government regulations on mandatory contributions.

VI. CERTIFICATIONS TO BE SUBMITTED BY THE CONTRACTOR:

1. As a pre-condition for any payment by the UNIVERSITY to the CONTRACTOR under this Contract, the latter shall submit to the OFFICE OF THE VICE CHANCELLOR FOR ADMINISTRATION (hereinafter referred to as “OVCA”) official certifications from the appropriate government institutions concerned that the CONTRACTOR has duly paid for Social Security, Medicare and State Insurance Contributions, and other benefits of their employees under existing laws and regulations. It shall also submit a certification that each janitor/ janitress or employee assigned to the university has duly received the corresponding wages and other compensation due them as provided by law. The payroll of the janitors/ janitresses assigned to the University with their corresponding signatures indicating the amount that they received for a particular period of time must also be attached to said certification.
2. Billings for the payment of Separation Benefit shall be supported with a copy of the payroll for the payment of separation fee for the separated personnel.
3. Failure of the CONTRACTOR to submit the above-mentioned certifications five (5) days prior to the date of payment by the UNIVERSITY as provided under this Contract, shall be considered a violation of the terms and conditions of this Contract and shall give the UNIVERSITY the right to unilaterally rescind, revoke or terminate this Contract; or withhold payment to the CONTRACTOR until the latter shall have complied with this provision.
4. If any of the above-mentioned certifications are found to have forged signatures or fictitious names of the janitors/ janitresses assigned to the subject premises within the UP Baguio campus, then the same shall be considered a serious breach of this Contract which shall warrant the immediate rescission or pre-termination thereof, without prejudice to whatever other legal actions, sanctions or remedies whether civil or criminal, are available to the UNIVERSITY under the law.

VII. QUARTERLY EVALUATION:

1. The UNIVERSITY, through the Office of the Vice Chancellor for Administration, shall conduct a monthly evaluation of the performance of the janitors, based on reports from the heads of units / offices where these janitors/ janitresses are assigned.
The reports of the heads of units/ offices shall include, but not be limited to, the following matters:
 - a. Deployment and performance of Contractor’s personnel;
 - b. Problems encountered and suggested solutions;

	<p>c. CONTRACTOR’S compliance with the provisions of this Contract.</p> <p>2. The OVCA shall collate and analyze all monthly reports from unit heads and rate the overall performance of the CONTRACTOR, as “Very Good” , “Good” , “Fair” , or “Poor” for purposes stated in Article VIII of this Contract.</p> <p>VIII. PRETERMINATION OF CONTRACT:</p> <p>1. Violation of any of the provisions herein by the CONTRACTOR shall be ground for pre-termination of this CONTRACT by the University, which shall serve as a written notice to the CONTRACTOR fifteen (15) days before the intended date of such pre-termination.</p> <p>2. This Contract may also be pre-terminated if the CONTRACTOR fails to receive an overall rating of ‘good’ as defined in Article VII hereof, for two rating periods at any time during the effectivity of the contract.</p> <p>EFFECTIVITY OF THE CONTRACT:</p> <p>IX. DESIGNATION BY CONTRACTOR OF ATTORNEY-IN-FACT:</p> <p>1. For purposes of securing payment by the CONTRACTOR for any of the accountabilities stated under Paragraphs VI, VIII and X-1 of this Contract, the CONTRACTOR hereby constitutes the University Cashier as its Attorney-in-fact with authority to withhold synch sums due the CONTRACTOR in Order to satisfy its liabilities and/or accountabilities to the UNIVERSITY, or to third person(s) mentioned in the foregoing provisions.</p> <p>2. The CONTRACTOR hereby commits to vacate the premises upon the termination or pre-termination of this contract, and to peacefully turn over the premises to the incoming janitorial agency(s) that the UNIVERSITY will choose pursuant to government auditing and accounting rules and regulations for the 2023 Janitorial Services Contract of UP Baguio. For this purpose, the CONTRACTOR hereby designates the UNIVERSITY as its Attorney-in-fact to effectuate the said take over and possession of the premises, and remove, take out, or otherwise cause to be transferred to any suitable storage outside the UNIVERSITY premises, at cost to the CONTRACTOR, the equipment, facilities fixtures, and other movable property belonging to the CONTRACTOR. In addition, 1% of the contract per day of delay shall be deducted from any amount due or outstanding the CONTRACTOR for each day beyond December 31, 2023 that it unlawfully withholds the premises or delays in voluntarily removing said personnel, equipment, facilities, fixtures, and other movable property from the premises of UP Baguio.</p>
--	---

	<p>EFFECTIVITY OF THE CONTRACT:</p> <p>X. JUDICIAL RELIEF AND VENUE:</p> <ol style="list-style-type: none"> 1. In the event of any breach of the terms and conditions of this Contract by the CONTRACTOR, or in case the UNIVERSITY is impleaded in any litigation initiated or brought by any personnel of the CONTRACTOR, or by any third party as a consequence of the acts of the Contractor or its personnel and the UNIVERSITY is compelled to seek judicial relief, the CONTRACTOR by way of attorney's fees, binds itself to pay the UNIVERSITY a sum equivalent to twenty five percent (25%) of the total amount claimed, but no case less than ten thousand (P 10,000), aside from any and all damages and costs of litigation including other expenses to which the UNIVERSITY may be entitled under law. 2. That parties hereby agree that the venue for any litigation that may arise as a result of the breach or non-compliance of the terms and conditions of this Contract shall be the proper court in Baguio City. 3. That failure of the UNIVERSITY to insist upon a strict performance of any of the terms, conditions, and covenants hereof, shall not be deemed a relinquishment of waiver of any right or remedy that is has, nor shall it be construed to be a waiver of any subsequent breach or default of the terms herein contained, which shall be deemed in full force and effect.
2.1	No advance payment.
2.2	<p>Delivery and Documents –</p> <p>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:</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered at University of the Philippines Baguio, Governor Pack Road, Baguio City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p>

	<p>For purposes of this Clause the Procuring Entity's Representative at the Project Site is Brian D. Lumague, Supply and Property Management Office (SPMO).</p> <p>Payments shall be made by the UP Baguio to the service provider on a monthly basis upon submission by the service provider of the following documents:</p> <ol style="list-style-type: none"> 1. Actual deployment of personnel and man-hours during the billing period; 2. Proof of compliance with legal requirements on the payment of salaries such as duly signed payroll, issuance of pay slips to security guards, premium remittances and taxes. This will serve as requisite for every billing; 3. Certificate of Acceptability of Work from the Administration 4. Billings for the payment of Separation Benefit shall be supported with a copy of the payroll for the payment of separation fee for the separated personnel.
4	Spot inspection of the performance of the janitors/janitresses, their attendance, uniform at any time when it is deemed necessary.
5	<p>The janitorial agency shall correct any defect in the delivery of janitorial services which shall not be limited to replacement of any personnel, within twenty-four (24) hours upon receipt of the valid complaint. The correction defect must be acceptable to UP Baguio</p> <p>Janitorial Agency shall comply with the following UP Baguio Rules and Regulations:</p> <ol style="list-style-type: none"> 1. All workers shall wear IDs issued by the contractor. 2. Observe appropriate dress code/uniform; no wearing of shorts, sando, and slippers during work hours. 3. Smoking is strictly prohibited in all areas in the University of the Philippines Baguio. Penalties in accordance with RA9211 will be implemented accordingly. 4. Drinking of liquor is also strictly prohibited on campus. Intoxicated workers will not be permitted entry to the campus/site. 5. The University will not condone the use of prohibited drugs. The University will take the appropriate steps to prosecute offenders.

	<ol style="list-style-type: none"> 6. This is a university, a place of learning. Minimize work-related noise and avoid all unnecessary noise. Observe silence in university premises and buildings at all times. 7. Maintain cleanliness in and around the work area and quarters. 8. Refrain from subjecting students and personnel to whistling, heckling, stares and other inappropriate behavior. The provisions of the Anti-Sexual Harassment Act shall be strictly applied and followed, workers actually on site should attend the Anti-Sexual Harassment Orientation. 9. Adhere to the guidelines of the Green Campus Policy of the University.
--	--

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivery/Period of service
1	Procurement of Twelve (12) Month-Janitorial Services for CY 2023	Janitors/ Janitresses	34	12 months contract duration (01 January 2023 to 31 December 2023)

Manpower Deployment Requirements

Place assignment	No. of personnel
College of Social Sciences	2
College of Arts and Communication	2
Library	2
Residence Hall	1
Alumni Building	1
Canteen	1
Institute of Management and Clinic	1
Iskolar ng Bayan Phase I	1
Iskolar ng Bayan Phase II	1
College of Science (old)	2
Kolehiyo ng Agham	2
Science Research Center	1
Human Kinetics Program Building	4
Museo Kordilyera	1
Perimeter grounds, gardens, and open spaces	5
Balay Internasyonal including grounds, gardens, and open spaces	5
Perimeter area of Dorm and Walk-Up open spaces	1
Boardwalk	1

Tour of Duty	No. of man-hours	No. of personnel
0700-1600H	8 hours with 1 hour break, Monday-Friday	22
0800-1700H	8 hours with 1 hour break, Monday-Friday	12
0800-1700H	8 hours with 1 hour break, Saturday	5
0800-1700H	8 hours with 1 hour break, Sunday	5

Support Equipment Requirements

Particulars	Minimum Requirements
Uniform	68 sets (2 sets per janitor/janitress)
Raincoat and Boots	34 sets
Arm Sleeve Cover (Pair)	68 sets (2 sets per janitor/janitress)
Face Mask, disposable	50 pieces per month per janitor/janitress

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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

	<p>Statement of Compliance</p> <p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>
The Service Provider must provide 34 janitors/janitresses for the period 1 January 2023 to 31 December 2023. 34 janitors/ janitresses on Mondays to Fridays, 5 on Saturdays and 5 on Sundays.	
The Service Provider must remit all benefits of the janitors/janitresses to SSS, PhilHealth, and PAG-IBIG.	
The Service Provider must give the 13 th month pay of the janitor/janitress	
The Service Provider must have a retirement plan or separation plan of the janitors/janitresses	
<p>The Service Provider must provide the following to each of the janitors/janitresses:</p> <ul style="list-style-type: none"> - Uniform - Raincoat and boots - Arm Sleeve Cover - Disposable face mask every month per janitor 	
The Service Provider must have at least a 5-year track record and experience (past and	

<p>present) in providing janitorial services in at least two of the following:</p> <ol style="list-style-type: none"> 1. Government Agencies 2. Malls and department stores 3. Commercial banks 	
<p>The Service Provider shall have an office located in Baguio City.</p>	
<p>The Service Provider shall provide, assign and delegate janitors/janitresses to serve the fixed and/or posts determined by UP Baguio</p>	
<p>The Service Provider shall provide additional or reduce the number of janitors/janitresses hours as may be directed by UP Baguio Administration through a written notice under the same terms, conditions and rate of compensation set forth in the contract of service.</p>	
<p>The Service Provider shall provide well trained, physically and mentally fit personnel as supported by updated medical certificate and with valid NBI clearance</p>	
<p>The Service Provider shall notify UP Baguio in writing within seven (7) calendar days in all matters pertaining to the rotation, reassignment, suspension and/or termination and imposition of disciplinary measure to erring janitors and/or immediately terminate as circumstances warrant.</p>	
<p>The Service Provider shall act on requests for replacement, reassignment and rotation within forty-eight hours (48 hours) upon receipt of the written notification from UP Baguio.</p>	
<p>The Service Provider shall hold the UP Baguio free from any action or liability arising from any claims of the janitors/janitresses and other personnel deployed by the Janitorial Agency for benefits under the Labor Code of the Philippines. Any increase in wage, social security contributions, or any similar payments as may be imposed by law or</p>	

competent authority shall be automatically adjusted in accordance with accounting and auditing rules and regulations and subject to the availability of savings and upon showing of actual payment made to their employees. There shall be no employer-employee relationship between the UP Baguio and the janitors/janitresses and other personnel employed by the Janitorial Agency.	
The Service Provider shall be responsible for any loss or damage to UP Baguio properties and premises, provided that such properties are properly turned over to the agency or the janitor. Such loss or damage shall include those caused by fortuitous events such as fire, earthquakes, typhoons, war and rebellion. Proper turn over shall mean a complete inventory of all property accountabilities per office provided at the outset and the ocular succeeding occasions.	
The Service Provider shall secure Certificate of Acceptability of Work from the Administration on a monthly basis as a requisite for processing of payments.	
The Service Provider shall ensure payment of wages on a regular schedule every 15th and 30th of each month in accordance with the minimum wage law and/or provisions of the Labor Code and its implementing rules and regulations.	
The Service Provider shall regularly submit to UP Baguio once a month, a list of janitors/janitresses with their assigned post for the purpose of monitoring shift rotations and supervisions by the UP Baguio.	
The Service Provider shall at the end of the contract periods, turn over to UP Baguio all property accountabilities and any amount of damages or property losses shall be deducted from the collectible amount due to the Service Provider.	
The Service Provider shall hold the UP Baguio free from any liability from acts of its janitors/janitresses which caused damage	

of whatever type to UP Baguio employees and properties or to any third party and their properties.	
The Service Provider shall, at all times, maintain peace and order within the UP Baguio premises and shall fulfill other janitorial -related tasks that may be assigned by the responsible officers of UP Baguio.	
The Service Provider shall subject janitors/janitresses to drug, alcohol or other related tests from government accredited testing centers annually.	
The Service Provider shall fill up accurately the Cost Distribution Form hereto attached as Annex A.	

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:

1. 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

Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

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

Financial Documents

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

Class “B” Documents

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

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

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

II. FINANCIAL COMPONENT ENVELOPE

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

Section IX. Sample Forms

FORMAT OF BID FORM FOR ALL TYPES OF BIDDERS

Bid Form

Date: _____
Invitation to Bid² N°: _____

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

Gentlemen and/or Ladies:

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

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

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

We agree to abide by this Bid for the Bid Validity Period specified in BDS provision for **ITB** Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:³

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____
(if none, state "None")		

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

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

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

Dated this _____ day of _____ 20_____.

² If ADB, JBIC and WB funded projects, use IFB.

³ Applicable only if the Funding Source is the ADB, JBIC or WB.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

FORMAT OF CONTRACT AGREEMENT FORM FOR ALL TYPES OF BIDDERS

Contract Agreement Form

THIS AGREEMENT made the _____ day of _____ 20____ between [*name of PROCURING ENTITY*] of the Philippines (hereinafter called “the Entity”) of the one part and [*name of Supplier*] of [*city and country of Supplier*] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., *scientific equipment* and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [*contract price in words and figures*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

FORMAT OF BID SECURING DECLARATION FOR ALL TYPES OF BIDDERS

*[Bidder's Letterhead]*¹

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

X-----X

BID SECURING DECLARATION

Invitation to Bid: *[Insert Reference number]*

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

I/We⁴, the undersigned, declare that:

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

⁴¹ Preferred, but not required.

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

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

[Insert

Bidder:

Authorized Representative:

Title / Description:

Signature:

]

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year], affiant
exhibiting to me his/her [insert type of government identification card used], with his/her
photograph and signature appearing thereon, with no. _____ .

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 _____

FORMAT OF OMNIBUS SWORN STATEMENT

Omnibus Sworn Statement

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
- Carefully examining all of the Bidding Documents;
 - Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant*

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

