

PHILIPPINE BIDDING DOCUMENTS



**Department of Science and Technology -
TECHNOLOGY APPLICATION AND PROMOTION INSTITUTE**

PROCUREMENT OF DOST-TAPI JANITORIAL AND MAINTENANCE SERVICES FOR CY-2022

**TAPI-PB-2021-11-002
November 2021**

Government of the Republic of the Philippines

**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.



Technology Application and Promotion Institute
TAPI Bldg. DOST Complex. Gen. Santos Avenue, Bicutan, Taguig City

INVITATION TO BID FOR
Procurement of DOST-TAPI Janitorial and
Maintenance Services for CY-2022
(TAPI-PB-2021-11-002)

1. The **Technology Application and Promotion Institute**, through the **General Appropriations Act (GAA) for CY-2022** intends to apply the sum of **One Million Five Hundred Twenty-Three Thousand Four Hundred Fifty-Seven Pesos & 12/100 only (Php 1,523,457.12)** being the ABC to payments under the contract for **Procurement of DOST-TAPI Janitorial and Maintenance (Manpower Services) for CY- 2022 with reference no. TAPI-PB-2021-11-002**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

The **Technology Application and Promotion Institute**, through the **General Appropriations Act (GAA) for CY-2022** intends to apply the sum of **One Million Five Hundred Twenty-Three Thousand Four Hundred Fifty-Seven Pesos & 12/100 only (Php 1,523,457.12)** as the ABC to payments under the contract. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.

2. The **Technology Application and Promotion Institute** now invites bids for the above Procurement Project. *Delivery of the Goods is as stated in Section VI (Schedule of Requirements) of this bidding documents and shall commence within fifteen (15) calenda days from receipt of the Notice to Proceed. Awarding of the contract to the winning bidder, however, shall be issued upon approval and effectivity of the General Appropriations Act of 2022 since this is being conducted through Early Procurement Activity (EPA).* Bidders should have completed, within **Three (3) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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 **Technology Application and Promotion Institute** and inspect the Bidding Documents at the address given below **from 08:00 A.M. to 03:00 P.M., Monday to Friday except those declared as Non-Working Holidays.**
5. A complete set of Bidding Documents may be acquired by interested Bidders on **November 22, 2021** from the given address and websites and *upon payment of the applicable fee for the Bidding Documents specified below for each lot, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Five Thousand Pesos only (Php5,000.00).** It may also be downloaded free of charge from the website of the Procuring Entity (TAPI) and the website of the Philippine Government Electronic Procurement System (PhilGEPS), provided that Bidders shall pay applicable fee for the Bidding Documents not later than the submission of their bids* The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person or through electronic means.*
6. The **Technology Application and Promotion Institute** will hold a Pre-Bid Conference¹ on **December 6, 2021 (Monday), 01:00 P.M.** at the **Audio-Visual Room TAPI Bldg. DOST Compound, General Santos Avenue, Bicutan, Taguig City** through video conferencing or webcasting via **ZOOM Application**, which shall be open to prospective bidders.

Zoom Meeting
<https://zoom.us/j/4528633521?pwd=UHVuMGRid1l5RkF6TWN6Zi9LbzVZZz09>

Meeting ID: 452 863 3521
Passcode: tapibac
7. Bids must be duly received by the BAC Secretariat through ***manual submission at the office address indicated below*** on or before **12:50 P.M. of December 17, 2021 (Friday).** Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 14.**
9. Bid opening shall be on **01:00 P.M. of December 17, 2021 (Friday)** at the **Audio-Visual Room TAPI Bldg. DOST Compound, General Santos Avenue, Bicutan, Taguig City** through video conferencing or webcasting via **ZOOM Application.** Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

Zoom Meeting
<https://zoom.us/j/99879779036?pwd=MVV0c2ZsdDIzQjRQRitXN1UwYWWh6UT09>

Meeting ID: 998 7977 9036
Passcode: tapibac

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

10. The **Technology Application and Promotion Institute** 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. For further information, please refer to:


MS. MARICRES D. SABADO

Head, TAPI-BAC Secretariat
Finance and Administrative Division Office
Basement Area TAPI Bldg. DOST Compound,
General Santos Avenue, Bicutan, Taguig City
Tel. Nos. (02) 8838-1115 or (02) 8837-2071 loc. 2156
E-mail: tapi.bac@gmail.com

12. You may visit the following websites:

For downloading of Bidding Documents: ***The TAPI official website at www.tapi.dost.gov.ph***

22 November 2021



MR. ROMEO M. JAVATE
Chief Science Research Specialist and
Chairperson, TAPI-Bids and Awards Committee

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, **Technology Application and Promotion Institute** wishes to receive Bids for the **Procurement of DOST-TAPI Janitorial and Maintenance (Manpower Services) with reference no. TAPI-PB-2021-11-002.**

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-2022** in the amount of **One Million Five Hundred Twenty-Three Thousand Four Hundred Fifty-Seven Pesos & 12/100 only (Php 1,523,457.12).**

The source of funding is **the National Expenditure Program.**

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

- 5.2. 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, must be at least equivalent to:

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 **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 **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 **Three (3) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

b. For Goods offered from abroad:

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

13. Bid and Payment Currencies

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

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

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration² or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until **April 15, 2022 (one hundred twenty (120) calendar days from the date of the opening of bid)**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

² 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 Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. 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 14 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 follows:

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 <u>Procurement of DOST-TAPI Janitorial and Maintenance (Manpower Services)</u></p> <p>a. completed within Three (3) years prior to the deadline for the submission and receipt of bids.</p>				
7.1	Subcontracting is not allowed				
12	The price of the Goods shall be quoted DDP <u>Procuring Entity's Address</u> or the applicable International Commercial Terms (INCOTERMS) 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> <p>a. The amount of not less than Php 30,469.14 (<i>two percent (2%) of ABC</i>), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less the Php 76,172.86 (<i>five percent (5%) of ABC</i>) if bid security is in Surety Bond.</p>				
19.3		Lot No.	Description, Quantity & Unit of Measure	Unit Price (Php)	Total Price (Php)
		1	Procurement of DOST-TAPI Janitorial and Maintenance (Manpower Services)	Php 1,523,457.12	Php 1,523,457.12
				Total	Php 1,523,457.12
20.2	<p>For purposes of post-qualification, and in addition to what is to be submitted under ITB Clause 20.1, the following documents shall also be required:</p> <p><i>1) Clearance/Certificate of compliance with the statutory obligations from the regional offices of the National Labor Relations Commission (NLRC) and the Department of Labor and Employment (DOLE) where the main office of the Janitorial and Maintenance Agency is based covering the period of at least one (1) year preceding the deadline for submission of bids</i></p> <p><i>If in the event there are pending or adverse decisions relative to the preceding paragraph, a list of the cases and copies of the adverse decisions will be submitted.</i></p> <p><i>2) Clearance/Certificate of remittance and compliance with statutory obligation from the SSS Main Office or Regional Office where the main office of the Agency is based;</i></p> <p><i>3) Clearance/Certificate of remittance and of Good Standing and compliance with statutory obligation from PAG-IBIG;</i></p>				

	<p><i>4) Clearance/Certificate of remittance and of Good Standing and compliance with statutory obligation from PHILHEALTH;</i></p> <p><i>5) Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS); and</i></p> <p><i>6) PhilGEPS Platinum Membership Certificate (if the bidder submitted the Class “A” Legal Documents at the time of bid submission).</i></p>
21.2	<i>No further instructions.</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 the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p><i>Report on the deployment of the Janitorial and Maintenance Services shall be submitted by the Agency on a monthly basis from assumption;</i></p> <p><i>Upon delivery of the Services to the Project Site, the Agency shall notify the Procuring Entity and present the following documents to the Procuring Entity:</i></p> <ul style="list-style-type: none"> <i>A. Original and two (2) copies of Monthly Deployment Report (MDR) duly accomplished by the Agency at the end of each month stating the names of the janitors and maintenance personnel, salary rates, and actual attendance;</i> <i>B. Copy of pay slips and evidence of receipt by the Janitorial and Maintenance Personnel;</i> <i>C. Proof of remittance of premiums to SSS, PhilHealth, PAG-IBIG and ECC for the benefits of the Janitorial and Maintenance Personnel.</i> <p><i>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</i></p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <u>Engr. Reymark B. Barte, TAPI Property Officer</u></p>
2.2	<p><i>Payment using Letter of Credit is not allowed</i></p>
4	<p>The inspections and tests that will be conducted are:</p> <p><i>Equipment/Tools/Materials to be deployed by the contractor shall be inspected by DOST-TAPI through its authorized representative, before deployment.</i></p> <p><i>The performance of the contractor shall also be evaluated before end of the year based on GPBB Resolution No. 24-2007, Sec 5.4 of Annex A. (Please refer DOST-TAPI Janitorial and Maintenance Performance Evaluation Form Attached as Annex “A”).</i></p>

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	One (1) Lot Janitorial and Maintenance for DOST-TAPI	5- Janitorial Staff (4-Building, 1-Grounds) 1- Maintenance Staff (Aircon Tech)	6	Within fifteen (15) days from receipt of the Notice to Proceed to be deployed in accordance with the Janitorial and Maintenance Personnel Assignments
	Equipment/Materials	Please refer to Section VII (Technical Specifications) of the Bidding Documents		Within fifteen (15) days from receipt of the Notice to Proceed

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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

Technical Specifications

[Bidders must state in the “Statement of Compliance” 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.]

Lot	Specification	Statement of Compliance															
1	<p>I. MANPOWER REQUIREMENTS</p> <p>1. The SERVICE PROVIDER shall provide and assigned qualified janitorial and maintenance services to the DOST-TAPI Building and Grounds in accordance with the schedule operations, the following janitors/janitress and Maintenance shall render services/work of eight (8) hours a day</p> <table border="1"> <tr> <th></th><th>JANITORIAL PERSONNEL</th><th>MAINTENANCE PERSONNEL</th></tr> <tr> <td>DOST TAPI</td><td></td><td></td></tr> <tr> <td>BUILDING</td><td>4</td><td>1</td></tr> <tr> <td>GROUND</td><td>1</td><td></td></tr> <tr> <td>TOTAL</td><td>5</td><td>1</td></tr> </table> <p>2. The janitor and maintenance shall render services based on the following schedule:</p> <p>a. Janitors/Janitress – Eight (8) hours a day, 7 am to 4 pm from Mondays to Saturdays. Other work schedule may be adopted during special events.</p> <p>b. Maintenance Personnel – Six (6) days a week, 8 hours a day, 7 am to 4 pm Mondays to Saturdays</p> <p>3. Personnel assigned to the DOST- TAPI shall observe the DOST-TAPI official schedule including work</p>		JANITORIAL PERSONNEL	MAINTENANCE PERSONNEL	DOST TAPI			BUILDING	4	1	GROUND	1		TOTAL	5	1	
	JANITORIAL PERSONNEL	MAINTENANCE PERSONNEL															
DOST TAPI																	
BUILDING	4	1															
GROUND	1																
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	<p>suspensions as well as regular, special, and non-working holidays.</p> <p>4. In the absence of the assigned janitorial/ maintenance, the SERVICE PROVIDER must provide a qualified reliever as temporarily replacement.</p> <p>5. The performance of the SERVICE PROVIDER shall be evaluated quarterly based on the prescribed GPBB Resolution No. 24-2007, Sec 5.4 of Annex A. Failure to meet the required standard under the DOST-TAPI performance evaluation system for the Janitorial and Maintenance Services may subject the service provider to pre –termination of contract proceedings. The service provider shall be informed in writing of the results of the quarterly evaluation to keep track of its performance.</p> <p>6. The SERVICE PROVIDER shall ensure that the minimum health standards including safety protocols are observed by the janitorial and maintenance, while inside the DOST premises such as wearing a mask, face shield, gloves, and other appropriate PPE's.</p> <p>7. The SERVICE PROVIDER shall deliver all tools and equipment on time.</p>	
	<p>II. Qualifications</p> <p>1. FOR JANITORIAL PERSONNEL</p> <p>a. a. Shall have at least one-year experience in cleaning offices and buildings, maintaining grounds and handling plants/trees, as appropriate</p> <p>b. Shall be physically and mentally fit, including negative test result for COVID-19 infection test as evidenced by a medical certificate to be provided to DOST-TAPI prior to deployment</p> <p>c. With certificate of good moral character as certified by previous employer or Barangay Captain</p> <p>d. Must have knowledge and trained in basic sanitation and waste management</p>	

	<p>e. Compliance with DOST-TAPI safety and health protocols (Covid-19 protocols) such as filling up of health declaration checklist, wearing of mask and face shield and observe social distancing</p> <p>2. FOR MAINTENANCE PERSONNEL</p> <p>1. The SERVICE PROVIDER shall also provide one (1) maintenance personnel (Aircon technician) for the DOST-TAPI and work six (6) days a week, 8 hours a day:</p> <p>2. Maintenance Personnel shall have the following qualifications.</p> <ul style="list-style-type: none"> a. Shall have the necessary maintenance skills and experience for repair and maintenance of Air Conditioner Units. b. Shall be physically, mentally fit, and has negative result for COVID-19 as evidenced by a medical certificate to be submitted to DOST-TAPI Property Section prior to the deployment c. Must have certification of Good Moral Character from previous employer or barangay captain. d. Graduate of vocational course related to HVAC/Aircon maintenance or must have NC-II certificate of Refrigeration and Airconditioning Servicing from TESDA 	
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	Preferably with basic knowledge in electrical wiring and troubleshooting	
	<p>III. Scope of Work</p> <p>1. Buildings</p> <p>a. Daily Routine Operations</p> <ul style="list-style-type: none"> a. Sweeping, mopping, spot scrubbing per office/rooms b. Dusting and cleaning of furniture and fixtures such as cabinets, tables and chairs c. Cleaning, sanitizing, and disinfecting of toilets and washrooms, doorknobs, and any other common touchable things/surfaces to prevent spreading of germs/bacteria/viruses as compliance for the IATF and DOH workplace guidelines d. Cleaning of trash receptacles e. Sweeping and cleaning of corridors and hallways f. Sweeping and cleaning of front walks, parking lots and basements g. Disposing of trash from the confines of the building to outside receptacles provided for this purpose h. Maintenance and upkeep of indoor plants/flowers/ornamental within their designated areas. <p>b. Weekly (every Saturday)/Periodic Operations</p>	

	<ol style="list-style-type: none"> 1. Washing, scrubbing, waxing, and polishing of all floors 2. Dusting and cleaning of all glass, inside windows, window ledges, air vents and partitions 3. Dusting and cleaning of horizontal and vertical building surfaces 4. Washing of inside part of glass windows and all outside parts that can be reached by hand, and which will not require scaffoldings 5. Dusting of light fixtures suspended from the ceiling 6. Dry vacuum cleaning and shampooing of the carpeted area and, 7. Maintenance and upkeep of indoor plants <p>2. Grounds</p> <ol style="list-style-type: none"> a. Sweeping of fallen leaves and weeding of plants b. Cleaning of roadways and sidewalks including covered walkway c. Rehabilitation/application of fertilizer (to be supplied by DOST-TAPI) on all indoor and outdoor plants d. Grass cutting of the DOST-TAPI landscape and forested areas (at least twice a month) e. Cutting of blown down trees including stumps caused by typhoons f. Propagation of indoor ornamental plants 	
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	<p>g. Assist in the tree planting activities/trimming and pruning of trees</p> <p>3. Maintenance</p> <p>a. Perform Corrective and Preventive Maintenance of Air Conditioner Units of DOST-TAPI</p> <p>b. Perform Building Maintenance Inspection Activity</p> <p>c. Submit report, recommendation, assessment as needed for the repair</p> <p>d. Perform other duties and responsibilities assigned from time to time.</p>																																																				
	<p>IV. List of Tools and Equipment (to be provided by the Manpower Services)</p> <table border="1"> <thead> <tr> <th>DESCRIPTION</th><th>QTY</th><th>UOM</th></tr> </thead> <tbody> <tr> <td>FLOOR POLISHER (HEAVY DUTY)</td><td>2</td><td>UNITS</td></tr> <tr> <td>POLISHING PAD AND SCRUB</td><td>2</td><td>PCS</td></tr> <tr> <td>VACUUM CLEANER</td><td>2</td><td>UNITS</td></tr> <tr> <td>MOP SQUEEZER</td><td>3</td><td>UNITS</td></tr> <tr> <td>ALUMINUM LADDER</td><td>1</td><td>UNIT</td></tr> <tr> <td>WINDOW WIPER</td><td>2</td><td>PCS</td></tr> <tr> <td>SIGNAGES (WET FLOOR)</td><td>3</td><td>PCS</td></tr> <tr> <td>TOWEL ROLLER</td><td>8</td><td>PCS</td></tr> <tr> <td>TELESCOPIC SQUEEGEE</td><td>2</td><td>PCS</td></tr> <tr> <td>WHEEL BORROW</td><td>1</td><td>UNIT</td></tr> <tr> <td>GRASS CUTTER</td><td>1</td><td>UNIT</td></tr> <tr> <td>BOLO</td><td>1</td><td>PC</td></tr> <tr> <td>PRUNNING SHEAR</td><td>1</td><td>PC</td></tr> <tr> <td>METAL DUSTPAN (HEAVY DUTY)</td><td>5</td><td>PCS</td></tr> <tr> <td>GARDENING TOOLS SUCH AS HAND TROWEL, HAND FORK ETC.</td><td>1</td><td>SET</td></tr> <tr> <td>PPE FOR GROUNDS, SUCH AS RAINCOAT, HAT, BOATS ETC.</td><td>1</td><td>SET</td></tr> </tbody> </table>	DESCRIPTION	QTY	UOM	FLOOR POLISHER (HEAVY DUTY)	2	UNITS	POLISHING PAD AND SCRUB	2	PCS	VACUUM CLEANER	2	UNITS	MOP SQUEEZER	3	UNITS	ALUMINUM LADDER	1	UNIT	WINDOW WIPER	2	PCS	SIGNAGES (WET FLOOR)	3	PCS	TOWEL ROLLER	8	PCS	TELESCOPIC SQUEEGEE	2	PCS	WHEEL BORROW	1	UNIT	GRASS CUTTER	1	UNIT	BOLO	1	PC	PRUNNING SHEAR	1	PC	METAL DUSTPAN (HEAVY DUTY)	5	PCS	GARDENING TOOLS SUCH AS HAND TROWEL, HAND FORK ETC.	1	SET	PPE FOR GROUNDS, SUCH AS RAINCOAT, HAT, BOATS ETC.	1	SET	
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	<p>V. Responsibilities/Obligations of SERVICE PROVIDER</p> <ol style="list-style-type: none"> 1. The SERVICE PROVIDER shall ensure that safety protocols inside the DOST Bicutan Compound are strictly followed. 2. The SERVICE PROVIDER shall provide Personal Protective Equipment such as Face Mask, Face Shield, Gloves to every assigned Janitorial and Maintenance Personnel for COVID-19 protection 3. The SERVICE PROVIDER shall render DOST-TAPI free and harmless from any and all claims which may arise from the failure of the SERVICE PROVIDER to comply with applicable labor laws and directives. 4. The DOST-TAPI reserves the right to screen applicants and choose personnel it deems appropriate to join the DOST-TAPI workforce. Due to the COVID-19 pandemic, and for the familiarity of DOST-TAPI employees, The SERVICE PROVIDER must consider hiring the existing qualified existing janitorial and maintenance personnel of the DOST- TAPI in relation to this contract. 5. The personnel shall be exclusively assigned by the SERVICE PROVIDER to the DOST-TAPI. They are required to observe DOST-TAPI Office Rules and Regulations and must conduct themselves in an appropriate manner expected of a government employee (even if there is no employee-employer relationship) as they are serving as part of the organization. 6. The SERVICE PROVIDER is not precluded from implementing its own Office Rules and Regulations governing the employment of personnel assigned to the DOST- TAPI, such as but not limited to, attendance and punctuality. It should be noted, however, that the SERVICE PROVIDER should notify the 	
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	<p>DOST- TAPI in writing at least two (2) weeks before any disciplinary action is meted out.</p> <p>7. The SERVICE PROVIDER shall pay the DOST-TAPI assigned Janitorial and Maintenance personnel the required salaries and benefits required by law.</p> <p>8. The DOST- TAPI reserves the right to request for the relief and immediate replacement of certain DOST- TAPI assigned personnel in case of violation of DOST-TAPI rules and regulations and policies or for any other reasonable cause such as, but not limited to:</p> <ul style="list-style-type: none"> ▪ Serious misconduct or willful disobedience of DOST-TAPI rules and regulations and internal policies; ▪ Habitual neglect of duties and responsibilities; ▪ Fraud or willful breach of trust; and ▪ Commission of administrative and criminal offense. <p>9. Janitorial and Maintenance staff are required to wear proper uniform during the working hours at DOST-TAPI premises.</p>	
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	<p>VI. OTHER CONDITIONS</p> <ol style="list-style-type: none"> 1. Any judicial action to enforce any of the terms stated herein shall be instituted and prosecuted in the court of appropriate jurisdiction in Taguig City, Philippines. 2. The SERVICE PROVIDER shall guarantee payment for the loss or damage of property of the DOST-TAPI, unless it has been duly established after investigation that said loss or damage did not result from the act, omission, negligence, or fault of the SERVICE PROVIDER or any of its employees. Such loss or damage must be reported in writing to the SERVICE PROVIDER within five (5) working days from occurrence or discovery thereof. When such loss or damage is caused by force majeure or fortuitous event, the SERVICE PROVIDER shall not be made responsible. 3. Personnel to be assigned to DOST-TAPI are exclusive employees of the SERVICE PROVIDER and that no employer-employee relationship exists between them and the DOST-TAPI. As such, claims of any nature, financial or otherwise, by the assigned personnel arising out of and/or in connection with their employment with the SERVICE PROVIDER shall be the sole responsibility of the SERVICE PROVIDER. 4. The SERVICE PROVIDER shall ensure that personnel to be assigned to DOST-TAPI possess the required education, training, experience, mental and physical fitness, good manners, and right conduct. 6. Payment of employer/employee contributions and other benefits as may be mandated by laws, rules, and regulations, such as but not limited to SSS, PhilHealth, Pag-IBIG for and on behalf of personnel assigned to DOST-TAPI shall be the sole responsibility of the SERVICE PROVIDER. 7. Personnel assigned to DOST-TAPI shall observe and abide by all security regulations and requirements being implemented by the DOST-TAPI; and when required, agree, and submit to 	
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	<p>appropriate search and spot check conducted by the DOST Security Guards.</p> <p>Upon written request by the DOST- TAPI, the EXTERNAL PROVIDER shall relieve and immediately replace any of its assigned personnel whom the DOST- TAPI has lost trust and confidence in, or who was found inefficient, disobedient, or disrespectful or for any other valid or justifiable reason.</p> <p>8. The DOST- TAPI is not answerable or liable whatsoever for any claim of the personnel assigned to DOST-TAPI arising from the performance of their duties and/or in the course of employment with the SERVICE PROVIDER, including claims for benefits due to personnel of the SERVICE PROVIDER.</p> <p>9. The DOST- TAPI is not answerable or liable whatsoever for any claim of the personnel assigned to DOST-TAPI arising from the performance of their duties and/or in the course of employment with the SERVICE PROVIDER, including claims for benefits due to personnel of the SERVICE PROVIDER.</p> <p>10. The SERVICE PROVIDER shall assign a focal person dedicated to handle and address DOST-TAPI concerns relative to the implementation of this contract.</p>	
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ANNEX A: PERFORMANCE EVALUATION FORM

Performance of Janitorial Service Provider for DOST CY: _____ SURVEY FORM

Name of Janitorial Service Provider: _____ DATE: _____
Period Covered: _____

Instruction Please rate the performance based on the following rating scale :

1 - Poor 2 - Fair 3 - Good 4 - Very Satisfactory 5 - Excellent

		No of Response				
		1	2	3	4	5
Quality of Services Delivered						
Janitorial Staff:						
1	Serve politely, with respect, and well mannered					
2	Perform their assigned tasks effectively					
3	Perform good housekeeping of the assigned area within the Building					
4	Eagerness to do the assigned task and accomplished it on time					
5	Wear Proper Uniform/ID/PPE's at all times while inside the DOST premises					
6	Maintain cleanliness of DOST grounds including planting,landscaping,pruning activities etc.					
7	Always available and demonstrate willingness to perform tasks as instructed					
8	For Supervisor: Respond to concerns promptly					
TOTAL:						

1 Are you satisfied with the performance of the above mentioned service provider in terms of providing service in your area? If NO, please explain why?

2 Comments and Suggestions

Name and Signature of Respondent

Office/Agency: _____

PERFORMANCE EVALUATION FOR JANITORIAL SERVICES CY –

Name of Service Provider:

Period Cover:

ITEM NO.	PERCENT WT	CRITERIA	RATING <small>(Refer to the Rating Scale Below)</small>	SCORE <small>(Average X percent wt)</small>
I.	40%	Quality of Service Delivered		
1		Based on the result of the consolidated agency survey		
		SUB TOTAL:		
II.	25%	Management and Suitability of Personnel		
1		With adequate experience in providing security services		
2		Ability to deploy reliever as needed		
3		With formal trainings, seminars, certifications on relevant security service provision		
4		Must meet the minimum qualifications as specified in the terms of reference		
5		For the Commander: Ability to provide direction, instruction and counsel to subordinate		
		SUB TOTAL:		
III.	25%	Contract Administration and Management		
1		On time deployment of motor vehicles, installation of CCTV cameras and other equipment and licensed firearms		
2		Complete and on time remittances of Pag-ibig, PhilHealth and SSS		
3		Complete and on time payment of salary to employees		
4		Comply with government existing policies regarding wages and other benefits (e.g. 13th month pay, holiday pay, leave benefit)		
5		On time submission of risk assessment of security system		
		SUB TOTAL:		
IV.	5%	Time Management		
1		Attendance and punctuality to duty		
		SUB TOTAL:		
V.	5%	Provision of Regular Progress Report		
1		Ability to submit accurate and on time reports, (e.g. incident reports, remittances)		
	100%	SUB TOTAL:		
RATING SCALE			TOTAL RATING:	
0 - NC* 1 - POOR/2 - FAIR 3 - GOOD 4 - VERY SATISFACTORY 5 - EXCELLENT			EQUIVALENT RATING	
* A score of zero "0" (non-compliance) on any item will automatically give a zero "0" percentage to the entire (

Performance Evaluation Metrics

Total Rating	Equivalent Rating
91-100%	Excellent
81-90%	Very Satisfactory
71-80%	Good
61-70%	Fair
0-60%	Poor

Prepared by:

Noted by:

Property Officer

Division Chief, FAD

- Note:**
- 1 Please submit the accomplished Performance Evaluation Form to DOST Central Office ALS-GSS-GSD for consolidation.
 - 2 A certificate of performance will be issued based on the result of the evaluation (see attached sample).
 - 3 The service provider shall be rated on a quarterly basis.
 - 4 To be considered in **good standing**, the service provider must have atleast Very satisfactory rating for the annual rating period.
 - 5 A rating of poor for the 2 consecutive rating period maybe used as basis to initiate proceedings for termination of contract

ANNEX B: BREAKDOWN OF BID PRICE FOR JANITORIAL & MAINTENANCE PERSONNEL

[shall be submitted with the Bid]

Instructions:

The bidder shall provide the unit price, total price per item and the total amount

PARTICULARS	Unit Price
Financial Component	
Provision of Janitorial Personnel	
<i>Labor Cost</i>	
Minimum wage per day (NCR)	
Monthly Wage	
13th month pay	
5 days Incentive Leave Pay	
SUB TOTAL:	
<i>Employer Share</i>	
SSS Premium	
Philhealth Contribution	
Employees Compensation Commission	
Pag-ibig	
SUB TOTAL:	
TOTAL LABOR COST	
Profit Margin	
Total Estimated Rate per month exclusive of VAT	
VAT rate	
TOTAL ESTIMATED RATE OF JANITOR PER MONTH	
No. of Janitorial Personnel	5
No. of months	12
TOTAL COST for JANITORIAL	
Financial Component	
Provision of Maintenance Personnel	
<i>Labor Cost</i>	
Minimum wage per day (NCR)	
Monthly Wage	

13th month pay	
5 days Incentive Leave Pay	
SUB TOTAL:	
<i>Employer Share</i>	
SSS Premium	
Philhealth Contribution	
Employees Compensation Commission	
Pag-ibig	
SUB TOTAL:	
TOTAL LABOR COST	
Profit Margin	
Total Estimated Rate per month exclusive of VAT	
VAT rate	
TOTAL ESTIMATED RATE OF Maintenance PER MONTH	
No. of Maintenance Personnel	1
No. of months	12
TOTAL COST OF MAINTENANCE	
GRAND TOTAL FOR JANITORIAL AND MAINTENANCE	

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
- ☐ (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and
- ☐ (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- ☐ (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- ☐ (e) 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**
- ☐ (f) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- ☐ (g) 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**
- ☐ (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (i) Original duly signed Omnibus Sworn Statement (OSS);
and 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

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

or

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class “B” Documents

- ☐ (l) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

or

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

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

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

- ☐ (o) *[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.
☐ (p) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

BID FORMS

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

Bid Form

Date : _____

Project Identification No. : _____

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

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

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times 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.

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

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

Name and address of agent	Amount and Purpose of Commission or gratuity
---------------------------	--

_____	_____
_____	_____
_____	_____

(if none, state "None")]

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

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive. We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Price Schedule for Goods Offered from Abroad

[shall be submitted with the Bid if bidder is offering goods from Abroad]

Name of Bidder _____. Project ID No _____. Page ____ of ____.

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (Specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Price Schedule for Goods Offered from Within the Philippines

[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from within the Philippines

Name of Bidder _____. Project ID No _____. Page ____ of ____.

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and Insurance and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Contract Agreement Form for the Procurement of Goods (Revised)

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

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:

- i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
- ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees **that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to [state the object of the contract] in accordance with his/her/its Bid

4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of ____, 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]

Bank Guarantee Form for Advance Payment

To : **TECHNOLOGY APPLICATION AND PROMOTION INSTITUTE**
TAPI Bldg. DOST Compound,
General Santos Avenue, Bicutan, Taguig City
Tel. Nos. (02) 8838-1115 or (02) 8837-2071 loc. 2156

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 10 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the "Supplier") shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

BID SECURING DECLARATION FORM

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

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

BID SECURING DECLARATION

Project Identification No: *[Insert Reference number]*

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

I/We³, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement 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 No. 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; and
 - (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 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]

**PROCUREMENT OF DOST-TAPI JANITORIAL AND MAINTENANCE SERVICES
FOR CY-2022**

**Approved Budget for the Contracts: Php 1,523,457.12
Invitation to Bid No.: TAPI-PB-2021-11-002**

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT

Within three (3) years from the date of submission of bids which is similar in nature and the amount of which should be equivalent to at least fifty (50%) of the ABC.

Please fill up the required information below:

1	Name of Contract	
2	Date of Contract	
3	Contract Duration	
4	Owner's Name	
5	Owner's Address	
6	Kinds of Good / Services	
7	Amount of completed contracts	
8	Date of Delivery	
9	Certificate of Completion/Acceptance or any similar document.	

Note:

The bidder shall:

1. For #7, the amount of the completed contracts can be adjusted by the Bidder to the current prices using PSA's consumer price index, if necessary, for the purpose of meeting the SLCC Requirement.

CERTIFIED CORRECT:

Name of Company: _____

Signature of Authorized Representative: _____

Name and Designation: _____

Date: _____

**PROCUREMENT OF DOST-TAPI JANITORIAL AND MAINTENANCE SERVICES
FOR CY-2022**

**Approved Budget for the Contracts: Php 1,523,457.12
Invitation to Bid No.: TAPI-PB-2021-11-002**

**COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY
(NFCC)**

This is to certify that our Net Financial Contracting Capacity (NFCC) is Philippine Pesos _____ (_____ PhP) which is at least equal to the Approved Budget for the Contract (ABC). The amount is computed as follows:

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

Issued this _____ day of _____, 2021.

CERTIFIED CORRECT:

Name of Company: _____ Signature of Authorized
Representative: _____ Name and Designation:
Date: _____

Notes:

1. The values of the bidder's current assets and current liabilities be based on the latest Audited Financial Statements which includes the data submitted to BIR through its Electronic Filing and Payment System.
2. Value of all outstanding or uncompleted contracts refers those listed in your Statement of All its Ongoing Government and Private Contracts.
3. The detailed computation using the required formula must be shown as provided above

**PROCUREMENT OF DOST-TAPI JANITORIAL AND MAINTENANCE SERVICES
FOR CY-2022**

Approved Budget for the Contracts: Php 1,523,457.12

Invitation to Bid No.: TAPI-PB-2021-11-002

STATEMENT OF ALL ITS ONGOING GOVERNMENT AND PRIVATE CONTRACTS

Example:

No.	Contract Name	Contract Date & Contract Duration	Owner's name & address	Kinds of Goods / Services	Amount of Contract	Value of Outstanding Contract	Date of Delivery	Government or Private ("G" or "P")
1	XYZ Plan	01 Jan 2017, 5 Years	Juan Dela Cruz, Quezon City	Subscription Service	P99,000,000.00	P38,000,000.00	02 Jan 2017	G
Total Value of All Outstanding Contracts: P38,000,000.00								

No.	Contract Name	Contract Date & Contract Duration	Owner's name & address	Kinds of Goods / Services	Amount of Contract	Value of Outstanding Contracts	Date of Delivery	Government or Private ("G" or "P")
1								
3								
4								

Total Value of All Outstanding Contracts: _____

Note: Supporting documents are **not** required.

Name of Company:
Signature of Authorized Representative:
Name and Designation:
Date:

