



Republic of the Philippines
CIVIL SERVICE COMMISSION
Regional Office No. VIII
Government Center, Palo, Leyte

BIDDING DOCUMENTS

FOR THE

Provision of JANITORIAL SERVICES

for

Civil Service Commission
Regional Office No. VIII

CSCROVIII-PB-2020-0003

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.



INVITATION TO BID FOR PROVISION OF JANITORIAL SERVICES

(CSCROVIII-PB-2020-0003)

1. The *Civil Service Commission Regional Office No. VIII, Palo, Leyte*, through its **2021 General Appropriation (General Fund)** intends to apply the sum of **Eight Hundred Forty Thousand Pesos (P840,000.00) for the first year** being the Approved Budget for the Contract (ABC) to payments under the contract for the Project for Three (3) years for **ONE (1) LOT Provision of Janitorial Services consisting of, among others, Six Personnel (6) for Janitorial Services, under CSCROVIII-PB-2020-0003**, with job description as follows;

Item No.	Description	Quantity
1	Office Janitors, Janitress	3
2	Perimeter Janitor	1
3	Skilled Janitor (Plumber/Janitor)	1
4	Skilled Janitor (Electrician/Aircon Technician Assistant)	1
Total		6

Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The *Civil Service Commission Regional Office No. VIII, Palo, Leyte*, now invites bids for the above Procurement Project in accordance with the provisions of the Revised IRR of RA 9184 on the use of the Approved Guidelines on the use of a Multi-year Framework Agreement under GPPB Resolution No. 27-2019. Delivery of the Goods is required by **January 1, 2021 - December 31, 2021 for the first year**. Bidders should have completed, **a single contract within the last three years that is equivalent to at least fifty percent (50%) of the ABC**, 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. The summary of the bidding activities is as follows:

Advertisement/Posting of Invitation to Bid	October 14, 2020
Issuance and Availability of Bid Documents	October 14, 2020
Pre-Bid Conference	October 22, 2020 (2:00 P.M. via virtual communication application)
Last day of Submission of Written Clarification	October 23, 2020
Last day of Issuance of Bid Bulletin	October 26, 2020
Deadline for Submission	November 3, 2020 (9:00 A.M.)
Opening of Bids	November 3, 2020 (3:30 P.M.)

4. 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.
5. Prospective Bidders may obtain further information from ***Civil Service Commission Regional Office No. VIII*** and inspect the Bidding Documents at the address given below during ***office hours at 8:00 A.M. to 5:00 P.M. from the BAC Secretariat, c/o Ms. Eleonor B. Garcia, BAC Secretariat, Civil Service Commission Regional Office No. VIII, Palo, Leyte with telephone numbers 323-2962.***
6. A complete set of Bidding Documents may be acquired by interested Bidders on ***October 14, 2020 to October 30, 2020 from 8:00AM to 5:00PM (Mondays to Fridays only)*** from the given address and website(s) 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 One Thousand Pesos (P1,000.00).*** The Procuring Entity shall allow the bidder to deposit at CSC ROVIII LBP Account No. 0182-1074-92 and present the same ***through Fax No. 323-2962 or through electronic means at ro08.msd@csc.gov.ph.***

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

7. The ***CIVIL SERVICE COMMISSION REGIONAL OFFICE NO. VIII, PALO, LEYTE will hold a Pre-Bid Conference¹ at the CSC ROVIII HRC Building on October 22, 2020 at 2:00 PM via virtual communication application.*** Virtual link will be provided upon request of the prospective bidder/s or authorized representative.
8. Bids must be duly received by the BAC Secretariat through manual submission by depositing in the bid box located at the CSCRO8 guardhouse on or before ***November 3, 2020 at 9:00 A.M. in the morning*** at the office address indicated below. Late bids shall not be accepted.
9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14, as follows:
 - a. The amount of not less than ***P16,800.00 (2%) of ABC***, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or
 - b. The amount of not less than ***P42,000.00 (5%) of ABC*** if bid security is in Surety Bond.

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. Bid opening shall be on **November 3, 2020, 3:30 P.M.** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity via virtual communication application.
11. The **Civil Service Commission Regional Office No. VIII, Palo, Leyte** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

CHRS ELEONOR B. GARCIA

BAC Secretariat Head

Civil Service Commission

Regional Office No. VIII

Government Center, Palo, Leyte 6501

Telefax: (053) 323-2962

Website: www.cscro8.weebly.com

13. You may visit the following websites:

For downloading of Bidding Documents: www.cscro8.weebly.com
www.philgeps.gov.ph

October 12, 2020



ROWIN P. RIÑOS
Director III/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, *Civil Service Commission Regional Office No. VIII, Palo, Leyte* wishes to receive Bids for the *Provision of Janitorial Services for CSC ROVIII under a Multi-year Framework Agreement*, with identification number *CSCROVIII-PB-2020-0003*.

The Procurement Project (referred to herein as “Project”) is composed of *one lot*, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *CY 2020* in the amount of *Eight Hundred Forty Thousand Pesos (P840,000.00)*.

2.2. The source of funding is:

a. NGA, the National Expenditure Program.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

5.2. *[Select one, delete other/s]*

- a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- b. 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:

- 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.

8. Pre-Bid Conference

The *Civil Service Commission Regional Office No. VIII* will hold a Pre-Bid Conference² at the *CSC ROVIII HRC Building* on *October 22, 2020* at *2:00pm via virtual communication application*

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 *[state relevant period as provided in paragraph 2 of the IB]* 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.

² 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.

- 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.
- 11.5. *[Include if Framework Agreement will be used:]* Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

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)**.
- 12.2. *[Include if Framework Agreement will be used:]* For Framework Agreement, the following should also apply in addition to Clause 12.1:
- a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.
 - b. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price

quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

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:

- a. Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration³ 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 in no case exceed one hundred twenty (120) calendar days from the date of the opening of bids, unless duly extended by the bidder upon the request of the Head of the Procuring Entity of the Civil Service Commission Regional Office No. VIII*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

14.3. *[Include if Framework Agreement will be used:]* In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

15. Sealing and Marking of Bids

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

³ 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.

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

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must 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**.
- 16.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition.

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.
- 18.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

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.

[Include the following options if Framework Agreement will be used:]

- a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;
- b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:
- Option 1 – One Project having several items that shall be awarded as one contract.
- [Delete Options 2 and 3 if Framework Agreement will be used.]*
- 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. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.

- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, *{[Include if Framework Agreement will be used:]}* or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, *}* the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**. *{[Include if Framework Agreement will be used:]}* For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification. *}*

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**.

[Include the following clauses if Framework Agreement will be used:]

- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.
- 21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.5. The following documents shall form part of the Framework Agreement:
- a. Framework Agreement Form;
 - b. Bidding Documents;
 - c. Call-offs;
 - d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - e. Performance Security or Performance Securing Declaration, as the case may be;
 - f. Notice to Execute Framework Agreement; and
 - g. Other contract documents that may be required by existing laws and/or specified 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. <i>A single contract similar to Provision of Janitorial Services and must be at least fifty percent (50%) of the ABC.</i> b. Completed within the <i>last three (3) years</i> prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
12	No further instructions.
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> <ol style="list-style-type: none"> a. The amount of not less than <i>P16,800.00 [equivalent to 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 b. The amount of not less than <i>P42,000.00 [equivalent to five percent (5%) of ABC]</i> if bid security is in Surety Bond.
19.3	<p><i>1 Lot Provision of Janitorial Services under CSCROVIII-PB-2020-0003 for the period January 1, 2021 - December 31, 2021 in the amount of Eight Hundred Forty Thousand Pesos (P840,000.00).</i></p> <p><i>[In case the Project will be awarded by lot, list the grouping of lots by specifying the group title, items, and the quantity for every identified lot, and the corresponding ABC for each lot.]</i></p> <p><i>[In case the project will be awarded by item, list each item indicating its quantity and ABC.]</i></p>
20.2	<ol style="list-style-type: none"> 1. <i>Audited financial statements, showing, among others, the prospective 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.</i> 2. <i>Valid Mayor's Permit issued by the city or municipality where the principal place of business of the prospective bidder is located;</i> 3. <i>DTI/SEC/CDA Certificate of Registration</i> 4. <i>BIR Certificate of Registration, which contains the Taxpayer's Identification Number</i> 5. <i>Tax Clearance per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR</i> 6. <i>DOLE Certificate of Registration</i> 7. <i>Certificate of Compliance on General Labor Standards</i> 8. <i>Certificate of Compliance Occupational Safety and Health Standards</i>

	<p>9. <i>NLRC Certificate stating that there is/there is no adverse decided case in areas where the security agency has on-going or completed contracts.</i></p> <p>10. <i>SSS, PHILHEALTH, and Pag-IBIG certification of no delinquency of monthly premium payments for both the employer and employees of the security agency concerned. The certification must be secured where the principal place of business of the prospective bidder is located.</i></p> <p>For post qualification, Bidders must submit the following:</p> <ol style="list-style-type: none"> 1. Tax Clearance (current, 2020); 2. BIR Registration Certification with T.I.N. 3. Income Tax Return (Form 1701 or 1702) of the preceding year (2019) 4. Quarterly VAT Returns of the past 4 quarters for VAT Registered (2550Q) (for the quarters ending December 2019, March 2020, June 2020, September 2020) 5. For corporation, Updated General Information Sheet stamp received by SEC 6. Enrollment to BIR EFPS (BIR Form 1903 or 1901) 7. Certificate of PhilGEPS Registration; <p><i>Bidders have the option to submit manually filed tax returns or tax returns filed through the Electronic Filing and Payments System (EFPS).</i></p>
21.2	<p><i>In addition to the valid Mayor's Permit by the city or municipality where the principal place of business of the prospective bidder is located are: (1) photograph/s of office space; and (2) contract of lease/affidavit of occupancy or any other document showing that the prospective bidder has adequate complement in Leyte to promptly address the procuring entity's concerns.</i></p>

Note: Please take notice that the Civil Service Commission Regional Office No. VIII, Candahug, Palo, Leyte, reserves the right to rectify any typographical statement or condition(s) that do not express the true intention or defeats the real purpose of the procurement that leads to the disadvantage of the Procuring Office of the Government and any conditions, rules and regulations inconsistent with the 2016 Revised Implementing Rules and Regulations of R.A. 9184 are hereby superseded.

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**.

[Include the following clauses if Framework Agreement will be used:]

2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.

2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

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. *[Include if Framework Agreement will be used:] In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.]*

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 *{[Include if Framework Agreement will be used:] or Framework Agreement}* 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

6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

If the Supplier is a joint venture, all partners to the joint venture shall 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>DUTIES AND RESPONSIBILITIES OF THE WINNING BIDDER FOR – PROVISION OF JANITORIAL SERVICES</p> <ol style="list-style-type: none"> 1. The janitors provided by the service provider shall render Eight (8) hours a day per schedule provided by CSC ROVIII. 2. The janitors of the service provider is in no case an employee of CSC ROVIII, and as such CSC ROVIII shall not be responsible for any incident, mishap or injury of any kind or nature that may be sustained by the janitors supplied by the service provider for the services rendered in the premises during his work or duty including death resulting therefrom, and that any claims of the heir(s) of the janitors in connection with his employment shall be exclusively borne by and the sole liability of the service provider; 3. The service provider shall assume full responsibility for any and all liability, cause or causes of action, claim or claims which may be filed by the janitors by reason of their employment under the CONTRACT whether under the provisions of the Labor Law, Employee’s Compensation Law and other laws which are now or in the future may be in effect, and by virtue of this, the service providers hereby frees entirely CSC ROVIII from any of such liabilities; 4. The service provider shall regularly and closely check the janitors in the performance of their duties and responsibilities and to ensure that they are properly discharging their duties and responsibilities and not committing any act(s) prejudicial to the interest of the CSC ROVIII. 5. The service provider shall assume liability for all losses, damages or injuries directly caused by or resulting to the bad faith, negligence, fault, dishonesty, or dereliction of duty of the janitor concerned; Provided, that the service provider shall advise and/or report in writing to CSC ROVIII any such losses and/or damages within forty eight (48) hours from the time of their occurrence or knowledge/discovery thereof. <p>CSC ROVIII shall not be liable for losses or damages caused solely by fortuitous events or force majeure and without any bad faith or negligence on the part of the janitors;</p> <ol style="list-style-type: none"> 6. The service provider, a competent manpower agency, financially capable of acting as an independent contractor, shall maintain good standing, obtain all necessary licenses, permits, and comply with all laws, ordinances and regulations required of manpower agencies. If CSC ROVIII has reason to believe that the service provider failed to comply with any law or regulation governing terms and conditions of employment, the CSC ROVIII may notify the service provider accordingly, and if the latter shall refuse or fail to present satisfactory proof to the contrary within fifteen (15) days from receipt of such notice of CSC ROVIII, CSC RO VIII shall have the right to terminate immediately the CONTRACT, the other contract provisions

notwithstanding, and without prejudice to any action which CSC ROVIII may institute for any damage it has suffered thereby;

RIGHTS AND OBLIGATIONS OF THE CSC ROVIII FOR THE PROVISION OF JANITORIAL SERVICES

CSC ROVIII may, upon its discretion, request the service provider in writing for the replacement of the janitors at any time;

For and in consideration of the services to be rendered by the service provider to CSC ROVIII the latter shall during the term of the Contract pay the monthly bill in accordance with the contract price subject to relevant laws or statutes mandating a different amount.

However, should there be a government mandated increase in the wages and other statutory charges which will affect the existing contract price, the service provider shall submit a new set of billing rates to effect the mandated increase and CSC ROVIII shall agree to pay the same. Provided, after the release of the official rates issued by the DOLE and/or the NWPB, the service provider shall adjust accordingly the billing rates, which shall retroact to the date the wage order was effected.

The filled out Cost Distribution attached to the Bid Form will be considered an integral part of the contract.

ADDITIONAL CONTRACT PROVISIONS – PROVISION OF JANITORIAL SERVICES

1. The terms and conditions set forth in this clause shall be automatically modified by the applicable provisions of law or decree, especially as they pertain to increase in the minimum wage and occupation benefits of workers. In this case, the provisions pertaining on the monthly bill of the service provider, shall be adjusted accordingly, to take effect on the date the law provides;
2. Either CSC ROVIII or the service provider may terminate the contract in the event of violation of any provision of the contract. Provided, that notice must be given to the other party at least fifteen (15) calendar days prior to the intended date of termination.

The contract shall be automatically considered without force and effect after fifteen (15) calendar days from service of a Notice of Termination of Contract to the other contracting party;

3. The contract shall be for a period of Twelve (12) months effective on the date of contract signing and shall be deemed automatically renewed on a month to month basis thereafter, under the same terms and conditions, unless the parties agree to renew the agreement for a longer period, or CSCRO8 serves appropriate termination notice to the service provider.

	<p>Upon delivery of the Janitorial Services to the Project Site, the service provider shall notify CSC ROVIII and present the following documents to CSC ROVIII:</p> <ul style="list-style-type: none"> A. Duly accomplished/approved Daily Time Record (DTR) of the janitors; B. Copy of pay slips and evidence of receipt by the janitors; C. Proof of previous months' remittances of Premiums to SSS, PhilHealth, Pag-IBIG and ECC for the benefit of the janitors; D. Invoice of Billing or Statement of Account for the period covered.
2.2	<p>The contractor shall pay the wages, salaries or compensation of the janitors in accordance with the provisions of the Minimum Wage Law as follows:</p> <ol style="list-style-type: none"> 1. Salaries shall be paid to the Janitorial Personnel NOT later than the 20th day of the month for the salary period covering day 1 to day 15 of the month and 5th day of the following month for period covering day 16 to last day of the previous month; 2. Copy of payslips duly signed by the respective janitors, as well as the summary of payment and deduction on each JPs should be attached on the payment claim of the Contractor per payroll period; 3. Photocopy of the monthly remittances and certifications of actual payments made relative to the mandatory contributions (SSS, Philhealth and HDMF) deducted from the preceding month's salary of the Janitorial Personnel assigned at the CSC ROVIII must also be attached on the payment claim every billing period; 4. The payment of salaries shall be made on the date specified under Item J (1) of this TOR, even if, for some reason or the other, the Contractor fails to collect on time from CSC. Reported non-compliance upon presentation of evidence within the entire duration of the contract will be a ground for termination of the contract. 5. In case the Agency will pay in advance the salaries of its Janitorial Personnel, the actual salaries due to the Janitorial Personnel as computed during the submission of the billing for particular period must be properly accounted by the Contractor and be given to the JP concerned, otherwise, reported deviation or non-compliance, upon presentation of evidence, within the entire duration of the contract shall be a ground for termination of the contract.
4	<p>The inspections and tests that will be conducted are:</p> <p>Spot inspection on the performance of the Janitorial Personnel at any time during the contract period.</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	Janitorial Services for the period January 1, 2021 - December 31, 2021	6 Janitors	6	Shall not exceed one (1) day from the exact time specified in the Notice to Proceed.

Framework Agreement List

Limited to repeatedly required goods and services that are identified to be necessary and desirable, but, by its nature, use or characteristic, the quantity and/ or exact time of need cannot be accurately pre-determined and are not advisable to be carried in stock.

Prepared by the End-User, attached to the APP and submitted to the BAC for the approval of the HOPE.

FRAMEWORK AGREEMENT LIST (AGENCY)			
	<i>Item / Service Type and nature of each item/service</i>	<i>Cost per item or service</i>	<i>Maximum Quantity Total Cost per Item</i>
1	Janitorial Services for the period January 1, 2021 - December 31, 2021	<i>P840,000.00</i>	6 <i>P840,000.00</i>
2	Janitorial Services for the period January 1, 2022 - December 31, 2022		
3	Janitorial Services for the period January 1, 2023 - December 31, 2023		
TOTAL <i>(Approved Budget for the Contract)</i>			6 840,000.00
<i>Expected delivery timeframe after receipt of a Call-Off.</i>		<i>Within a minimum period of one (1) year to a maximum period of three (3) years upon issuance of Call-off. (GPPB Resolution No. 27- 2019)</i>	
<i>Remarks</i>		<i>Compliance on the Technical Specifications.</i>	
ELEONOR B. GARCIA		Chief Human Resource Specialist, Management Services Division	
SIGNATURE OVER PRINTED NAME		POSITION	DEPARTMENT/DIVISION

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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

Technical Specifications

Item	Specification	Statement of Compliance
	<p>BACKGROUND OF THE PROJECT</p> <p>The CSC RO8 requires a private janitorial and maintenance services provider for janitorial, sanitation and beautification services as well as supply of cleaning solutions, equipment and/or materials. Said Janitorial Services Provider (JSP) shall maintain the cleanliness and orderliness of the Civil Service Commission – Regional Office (CSC RO8) buildings and compound in accordance with the standards established by the CSC. However, the details of assignment of its personnel shall be determined by the CSC as end-user.</p> <p>Currently the CSC-RO compound comprised of the following:</p> <ul style="list-style-type: none"> ➤ Two Storey Main Building ➤ One Storey Annex Building (Examination Services Division) ➤ Three Storey Human Resource Training Center ➤ the surrounding garden within the perimeter fence. <p>As such, the CSC is in need of 6 janitorial personnel composed of 2 skilled workers who shall provide support services on maintenance works to the CSC equipment/utilities and 4 personnel who shall be directly responsible in the cleanliness of the internal and external areas of the RO building.</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>
	<p>A. The Contractor shall be duly licensed and registered with the appropriate Government Agencies including the Social Security System.</p>	

	<p>B. The CONTRACTOR shall provide the CSC ROVIII with Five (5) REGULAR JANITORIAL PERSONNEL who shall each render service 8 hours a day, 5 days a week (Monday-Friday) and One (1) Perimeter Janitor for 6 days a week or 22 to 26 days a month except during holidays within the entire duration of the contract. There shall be no instance that a trainee will be placed as a reliever for an absent regular Janitorial Personnel.</p>	
	<p>C. The CONTRACTOR shall ensure that the required number of janitors are deployed and at their respective places of assignments during their daily routines. In case of non-compliance, the CONTRACTOR shall be subject to liquidated damages of one tenth of one percent (1/10 of 1%) of the gross monthly billing for each day of deficiency on the number of deployment aside from the deduction of the daily rate of the absentee personnel from the monthly billing.</p>	
	<p>D. The Contractor shall provide the CSC with janitorial services composed of qualified, efficient, competent, well-trained, courteous Janitorial Personnel as required by CSC. In addition to the foregoing, the janitors, skilled workers and supervisor employed by the Contractor shall possess the following general qualifications:</p> <ol style="list-style-type: none"> 1. Must be of good moral character, without criminal and/or police records; 2. Must be physically and mentally fit, as evidenced by a medical certificate issued by a DOH accredited Medical Service Provider; and 3. Must acquire all the specific qualifications stated under this TOR. <p>Any misrepresentation by the Contractor with respect to such qualifications shall be ground for the termination/cancellation of the Contract.</p> <p>A penalty of P 500.00 shall accrue in favor of the CSCRO8 for every fake record submitted as specified in Section I, Items D and E of this TOR, in addition to such sanction the CSC ROVIII may impose dismissal of the particular janitor and/or filing of a proper criminal action against the CONTRACTOR and/or the concerned janitor if warranted under the circumstances.</p>	
	<p>E. That the CONTRACTOR warrants that the personnel assigned to perform the aforementioned</p>	

	<p>janitorial and maintenance services subject of this agreement shall be honest, reliable, well-equipped, well-trained, cooperative, courteous and presentable in appearance. Thus, the Contractor shall be responsible for skills development of its employees such as skills training, product/equipment knowledge and values formation.</p>	
	<p>F. That 6 regular Janitorial Personnel will be enrolled in biometrics (fingerscanning) prior to their deployment. The print-out of the biometrics shall be considered as the only basis of log-in and log-out. In case of biometrics malfunction, as certified by the MSD Chief, Janitorial Personnel may write on the logbook being kept by the Security Personnel. That before and after the lunch break of Janitorial Personnel, they shall also log-out and log-in through the biometrics.</p>	
	<p>G. The Contractor shall provide the CSC through the Management Services Division copies of bio data/personnel data sheet and health certificates of all regular Janitorial Personnel including those would-be relievers. As such, the Contractor shall also provide the MSD an updated list of its personnel assigned thereat whenever there is a change of Janitorial Personnel, including would be reliever/s of absent or indisposed. That there shall be no Janitorial Personnel that will be allowed to assume services in the CSC unless their credentials (janitor's qualification and biodata) has been met and shall be submitted to the Management Services Division at least two (2) days prior to intended schedule of work assignment to give time for biometrics enrollment.</p>	
	<p>H. Schedules of break time must be strictly observed. Any reported incident received by the MSD of loitering or non-performance of duty on the assigned working hour of any janitorial personnel will be treated as an offense, hence, may cause the termination of the janitor involved, once proven true upon verification or on the basis of evidence presented.</p>	
	<p>I. That the Janitorial Personnel assigned to perform the aforementioned services are subject to reasonable search by the security guards upon entry and exit from the CSC premises. That they may also be subjected to on- the-spot search during their stay inside the CSC premises when the situation so requires. Likewise, they shall wear the proper uniforms with name plate/tags if applicable and wearing of identification card with readable printed name of the Janitorial Personnel issued by the</p>	

	<p>CONTRACTOR during their work hours inside and around the CSC premises. That JPs are discouraged from bringing big luggage's/bags for easier inspection. However, if the same is unavoidable, they shall deposit to the guard on duty (main gate) the said luggage/s and will only be claimed after the tour of duty and in going home.</p>	
	<p>J. The contractor shall pay the wages, salaries or compensation of the janitors in accordance with the provisions of the Minimum Wage Law as follows:</p> <ol style="list-style-type: none"> 1. Salaries shall be paid to the Janitorial Personnel NOT later than the 20th day of the month for the salary period covering day 1 to day 15 of the month and 5th day of the following month for period covering day 16 to last day of the previous month; 2. Copy of payslips duly signed by the respective janitors, as well as the summary of payment and deduction on each JPs should be attached on the payment claim of the Contractor per payroll period; 3. Photocopy of the monthly remittances and certifications of actual payments made relative to the mandatory contributions (SSS, Philhealth and HDMF) deducted from the preceding month's salary of the Janitorial Personnel assigned at the CSCRO8 must also be attached on the payment claim every billing period; 4. The payment of salaries shall be made on the date specified under Item J (1) of this TOR, even if, for some reason or the other, the Contractor fails to collect on time from CSC. Reported non-compliance upon presentation of evidence within the entire duration of the contract will be a ground for termination of the contract. 5. In case the Agency will pay in advance the salaries of its Janitorial Personnel, the actual salaries due to the Janitorial Personnel as computed during the submission of the billing for particular period must be properly accounted by the Contractor and be given to the JP concerned, otherwise, reported deviation or non-compliance, upon presentation of evidence, within the entire duration of the contract shall be a ground for termination of the contract. 	
	<p>K. It is understood that Janitorial Personnel employed or utilized by the Contractor in carrying out the janitorial services shall be paid by and considered as exclusive employees or agents of the Contractor</p>	

	<p>and as such, CSC shall not be responsible whatsoever for any claim or claims for personal injury, wages, damages, including death, caused to the Contractor and/or its personnel themselves or third persons, where such injury or death arises out of, or in the course of the performance of the duties of the janitors. The CONTRACTOR holds CSC free from any claim whatsoever from its Janitorial Personnel.</p>	
	<p>L. To avoid disruption of services, the CONTRACTOR thru its supervisor shall strictly monitor the attendance of its personnel. A maximum of only three (3) absences in a month per Janitorial Personnel shall be allowed. In case a Janitorial Personnel needs to have a leave exceeding the limit herein provided, he/she must provide the MSD a written explanation and attach proof as evidence for the said Office to determine the validity of request. Should the said Office find that the request will hamper the smooth operation of the maintenance services, MSD has the right to refuse and/or request for a permanent replacement of the said Janitorial Personnel.</p>	
	<p>M. The CONTRACTOR shall also strictly observe its personnel punctuality. Due to the critical nature of work/activities in the CSC, Contractor is prohibited from implementing change of work schedule without prior consent of the MSD . Flexitime is not applicable to any Janitorial Personnel. Further, the MSD is authorized to change shift schedule whenever the need of the said services is required, provided, the number of working hours in a week is not less than what has been specified in the contract. Change of shift schedule of any Janitorial Personnel without a written approval of MSD will automatically be considered as either late or under time whichever is applicable and will be deducted from his/her pay on the applicable billing period.</p>	
	<p>N. In case of disagreement or controversy regarding the restitution of any CSC property that was lost, damaged or destroyed during the term of the Contract, which involves any Janitorial Personnel, CSC shall order an investigation. If the investigation reveals that the Janitorial Personnel is at fault, the Contractor shall immediately pay CSC the cost of the lost/damaged items, otherwise, CSC shall deduct such amount from the Contractor's monthly billings.</p>	

	<p>O. The Janitorial Service will be subjected to quarterly evaluation by the CSC RSU'S. The RSUs will be given evaluation sheets to be accomplished by its designated representatives. Unsatisfactory performance ratings for two (2) rating periods within the duration of the contract shall be a ground, among others, for termination of said contract. Notwithstanding, the CSC ROVIII may require the immediate replacement of any Janitorial Personnel whom it finds not performing well.</p>	
	<p>P. CSC ROVIII may require the Contractor to let their Janitorial Personnel render overtime services when the situation so requires, provided, a written notice therefor will be served upon the Agency, payment of which will be included in the applicable billing period.</p>	
	<p>Q. Specific Qualifications/Criteria of the janitors and skilled worker:</p> <p><input type="checkbox"/> Four (4) Office Janitors, Janitress</p> <ol style="list-style-type: none"> 1. With at least one (1) yr. janitorial/housekeeping experience and has acquired skills in the operation of various janitorial/housekeeping supplies and equipment. 2. At least six (6) months experience as janitor/Janitress and duly trained and skilled to function as such with minimum supervision as evidenced by certificate of employment and recommendation from previous or current agency. 3. Must be physically fit and be able to assist in hauling of office furniture, equipment, supplies and materials. <p><input type="checkbox"/> One (1) Perimeter Janitor</p> <ol style="list-style-type: none"> 1. With green thumb and at least one (1) year experience in gardening related activities; 2. Capable of operating chainsaw; 3. Must be physically fit and be able to assist in hauling of office furniture, equipment, supplies and materials; and 4. Must also have at least six (6) months experience as janitor and has acquired skills in the operation of various janitorial/housekeeping supplies and equipment. 	

	<p><input type="checkbox"/> One (1) Skilled Janitor (Plumber/Janitor)</p> <ol style="list-style-type: none"> 1. Capable of fixing/troubleshooting pipes inside the ceiling; 2. Have at least a one (1) year experience in assembling, installing, maintaining, and repairing pipes, fixtures, and fittings used for water distribution and wastewater disposal systems as evidenced by a recommendation from previous employer or from at least 2 previous clients; 3. With at least six (6) months janitorial experience and has acquired skills in the operation of various janitorial/housekeeping supplies and equipment as evidenced by certificate of employment and recommendation from previous or current agency; and 4. Must be physically fit and be able to assist in hauling of office furniture, equipment, supplies and materials. <p><input type="checkbox"/> One (1) Skilled Janitor (Electrician/Aircond and Refrigeration Technician Assistant)</p> <ol style="list-style-type: none"> a. Knowledgeable in the operation of pressurized hose; b. Have at least a one (1) year experience as electrician and has knowledge on aircon parts, can understand and troubleshoot aircon operation/defects as evidenced by a recommendation from previous employer or from at least 2 previous clients. c. With knowledge on janitorial services and has acquired skills in the operation of various janitorial/housekeeping supplies and equipment as evidenced by certificate of employment and recommendation from previous or current agency. d. Must be physically fit and be able to assist in hauling of office furniture, equipment, supplies and materials. 	
	<p><i>SCOPE OF WORK</i></p> <p>The Management Services Division (MSD) of CSC ROVIII may provide specific work assignments to the assigned janitors with respect to details of the work, such as the number of janitors/janitresses to be assigned per shift, areas to be cleaned (or areas of</p>	

	<p>responsibility), and other details that CSC ROVIII may deem necessary as called for in any situation.</p> <p>A. The Contractor shall provide the CSC's Janitorial Personnel with the following:</p> <ol style="list-style-type: none"> 1. Provide Janitors/Janitress their uniform, cleaning tools and work equipment, and other necessary paraphernalia used in carrying out the required janitorial services; 2. Provide Six (6) regular janitorial work force which includes one (1) plumber/janitor, aircon technician/electrician/janitor, One (1) perimeter gardener/janitor and Four (4) janitors/janitresses; however, additional JP who are among the list of reliever initially provided by the agency maybe requested from time to time for special occasions such as Anniversary Celebration, fairs, exhibits, etc., and in certain areas within the CSCRO8 Compound. In such instance, payment will be included on the billing of the ensuing month; 3. ***Provide janitorial personnel with work schedule from 7:00 a.m. to 4:00 p.m. and 8:00 a:m to 5:00 p.m. from Monday to Friday; and on Saturdays JP shall report for work from 8:00 a.m. - 5:00 p.m. for Perimeter Janitor; 	
	<p>B. Work Activities shall be as follows:</p>	
	<p>Daily Routine Schedule:</p> <ol style="list-style-type: none"> 1. Polishing of all floors/walls of CSC ROVIII buildings including spot scrubbing of walls through the use of polishing pads/scrubbers to maintain the glossy appearance of all floor/wall surfaces but not to the extent of making the floors slippery; 2. Sweeping the area with a broom and dry duster and make sure to remove all dirt such as gums, using a spatula, from the floors and walls. Caution sign should be used to avoid accidents; 3. Spray buffing to maintain the glossy appearance of the floors and walls; 4. Hand scrubbing for hard to reach corners; 5. Providing assistance to CSC ROVIII in monitoring and immediate reporting of the early stages of defective floorings and walls; 6. Providing and cleaning trash receptacles at all times to keep from accumulating waste and dirt; 7. Using the vacuum cleaning system to minimize dust circulation in the air and provide a healthy dust free and clean work areas; 	

	<ol style="list-style-type: none"> 8. Mopping, buffing, cleaning and touching up the floors in one operation with a synthetic polishing pad. Sweep and follow half-dry mopping to pick up left over dust; 9. Touching up the floor in work areas with wax mist. Blend with the rest of the floors or if required, re-coat the entire floor; 10. Dusting and damp wiping of tables, chairs, steel and wooden cabinets, electric and exhaust fans, telephone instruments, refrigerators, air conditioning grills and casing, and other office equipment including window sills, window panes, doors and door jambs and Venetian blinds; 11. Sweeping and dusting of ceiling; 12. Thorough cleaning, sanitizing and disinfecting of comfort rooms, water closets, urinal bowls and lavatories. Applying sanitizer and disinfecting agents on closets, urinals and wash basins; 13. Cultivating, watering and caring of potted and non-potted ornamental plants; 14. Sweeping of grounds premises including parking areas and sidewalk; 15. Disposal of garbage after waste recycling/segregation; and 16. Spraying deodorant inside comfort rooms including hallways. 	
	<p>Monthly Activities/Services</p> <ol style="list-style-type: none"> 1. Total general cleaning over the daily and above mentioned activities; 2. Washing of all floors to eliminate the heavy dirt embedded in the surface using high pressure washer; and 3. Re-waxing of floors to maintain its glossy appearance; 4. Dusting, polishing of blinds and changing of drapes/curtains; 	
	<p>Periodic Activities/Services</p> <ol style="list-style-type: none"> 1. Insect spraying, fumigation, fogging and other implementing pest control measures; 2. Vacuuming/shampooing of carpets, rugs and cushioned chairs and furniture; 3. Cleaning and feather dusting of fluorescent lights and housing; 4. Washing and cleaning of casings; 5. Cleaning and disinfecting elevated and cistern (underground) water tank; and 	

	6. Maintaining drainage systems through periodic unclogging operations.	
	<p>Miscellaneous Services:</p> <ol style="list-style-type: none"> 1. Hauling of office furniture and fixtures, equipment, supplies and materials; 2. Making available at all times relievers and/or replacements to ensure continuous and uninterrupted services in case of absences and exercise the necessary supervision over the work of its personnel; 3. Rendering extra hours of service during CSC anniversaries, programs and other special occasions; 4. Assign one (1) skilled worker to conduct regular repair and maintenance of all plumbing in the Commission; 5. Assign one (1) skilled aircon technician/electrician to conduct regular check-up and repair and maintenance of air-conditioning units and assist in the repair of electrical system in the Commission; 6. Undertaking any other errands that may be assigned by the end-user from time to time upon approval of such request by the Service Providers such as but not limited to assistance to meetings or office events, etc.; and 7. The assigned One (1) Janitorial at the perimeter shall clean perimeter roadway, roof gutters, drainage canals, attending ornamental plants garden, mini forest areas, gardening related matters and other activity that may be assigned. 	
	<p>3. CLEANING MATERIALS AND EQUIPMENT</p> <ol style="list-style-type: none"> A. The equipment, supplies and materials to be used in performing the aforementioned services shall be for the account of the CONTRACTOR except for the water and electrical consumption which shall be for the account of the CSC. A storage space shall be provided by the CSC for the equipment, materials, and supplies listed in Annex “A” of this TOR and the other belongings of the CONTRACTOR’s personnel. B. The CONTRACTOR shall allow the CSC to off-set any material, equipment or supplies the latter finds necessary for a particular period but is/are not listed in Annex “A” of this TOR, provided however that the amount will not exceed the budget allocated for supplies in a particular month. Provided further, that the cost to be given by the CONTRACTOR for the material, equipment or supplies for off-setting of the 	

CSC shall not be higher than the lowest price as canvassed by the CSC from three different stores/suppliers.

The CONTRACTOR shall also submit as part of its bid proposal/document the detailed breakdown of cost or cost per unit of all supplies and materials as specified in Annex "A" of this TOR which shall be the basis of the CSC to determine the cost to be allocated in case of advance delivery request or off-setting.

- C. Any equipment provided by the CONTRACTOR as specified in this TOR that are not in operating condition and/or has been damaged arising from negligence or fault of the Janitorial Personnel shall be immediately replaced/repared by the CONTRACTOR within three working days from the date the actual damage has been determined or was incurred. Any repair work performed by the CSC to such damage shall be charged to the account of the CONTRACTOR and shall be deducted to the applicable billing period. If the equipment is found by the CSC to be unrepairable and the same has not been replaced by the CONTRACTOR within three working days, it will incur a penalty of 1/10 of 1% of the total contract price for every day of delay of the delivery of its replacement. The said cost of penalty will be deducted on the applicable billing period.
- D. The CSC and the CONTRACTOR shall maintain a joint record of the cleaning supplies/materials, tools and equipment stored or delivered. For this purpose, designated representative from both parties shall be present to supervise the delivery of the materials, tools and equipment to be used in the CSC premises. The Service Provider shall have a logbook and must maintain an updated inventory of stocks of the supplies and materials. All supplies and equipment distributed must be properly accounted and the requisitioning janitorial personnel must have acknowledgement/signature on the requisitioning form which shall be kept by the Janitor Assigned as support document for the inventory logbook.
- E. A representative from MSD may conduct on the spot inspection of all janitorial supplies and equipment at

	<p>any given time. In case of discrepancy on the inventory record of the Janitor assigned against the actual supplies/equipment on stock as verified by MSD representative, the amount equivalent to the missing supplies/item shall be deducted on the applicable billing period.</p> <p>F. Delivery of supplies/equipment shall be every 15th day of the month prior to the intended month of use of the same (e.i. supplies for May, 2021 must be delivered on or before April 15, 2021). In case the delivery day falls on Saturday, Sunday or a Holiday, the delivery must be done in advance (i.e. April 15, 2021 is a Sunday, then the delivery shall be done on April 13, 2021), except during unexpected calamities or when there is fortuitous event.</p> <p>In case, of off-setting of materials, equipment or supplies as may be requested by the CSC, the list of the monthly supplies for delivery shall be provided to the CONTRACTOR by the CSC at least 15 days prior to the scheduled delivery as stated on the first paragraph of this item, otherwise, the list as provided in Annex A of this TOR will automatically be the prevailing list of supplies for delivery.</p> <p>In case the need for supplies/ materials/ equipment for off-setting is not in accordance with the time frame as stated on the second paragraph under this item, the CSC may request to the CONTRACTOR to off-set the same on the next applicable period. Provided however, that the delivery of the same is upon the written agreement of both parties. Non-delivery by the CONTRACTOR on the agreed schedule of both parties will incur a penalty of 1/10 of 1% in everyday of delay of the total cost of the undelivered items or reduction of its total cost to the billing period applicable whichever is beneficial to the CSC.</p> <p>G. Incomplete delivery of materials/supplies on set schedule as provided under item 4-F of this TOR will incur a penalty of 1/10 of 1% of the total contract price for every day of delay. The total cost of the materials not delivered until the last working day of the applicable delivery month plus the incurred penalties shall be deducted on the applicable billing period.</p>	
	<p>PAYMENT TERMS AND CONTRACT AMOUNT PROVISIONS:</p>	

- A. The computation of payment shall be based on the actual services rendered by the Janitorial Personnel and all applicable laws as issued by Department of Labor and Employment (DOLE). A deduction on the monthly bill shall also be observed upon noncompliance of provisions of this TOR such as as stated under Item Nos. 2-C, 2-E(3), 2-M & N, 4-C, 4-E, 4-F(3rd Paragraph) and 4-G of this TOR.

No advance payment shall be made as provided in Section 88 of PD 1445 (Statutes – Ordaining and Instituting a Government Auditing Code of the Philippines). The same is subject to the required applicable Government Taxes.

In cases of overtime services, computation shall be based on the following computation:

$(\text{Basic Daily Rate})/8 \times \text{No. of OT Hours} \times \text{Applicable Percentage}$

- B. The Contractor shall be required to present during the opening of financial bid its detailed breakdown of the Bid Amount.
- C. The CONTRACTOR shall be entitled to an adjustment of the stipulated contract price in the event that the minimum wage is increased or in the event that additional benefits in favor of the Janitorial Personnel of the CONTRACTOR are granted by law, decree or wage order promulgated subsequent to the execution of this TOR. Such adjustment shall be equivalent to the amount of increase in the minimum wage, or the amount of additional benefits, or both, as the case may be. Provided that any adjustment made in the stipulated contract price shall be made effective only upon receipt by the COMMISSION of the written notice of the adjusted or modified contract price.

For this purpose, the reckoning period for the determination of applicable laws, rules or issuances shall be as of the date of the signing of this TOR.

- D. The term of the Contract for the winning Service Provider shall be for one (1) year. It may be renewed every year but not to exceed THREE (3)

	<p>years, subject to the implementing laws and rules on procurement and if the CSC finds the performance of the CONTRACTOR very satisfactory or outstanding. In the event the services of the CONTRACTOR extend beyond the above-cited effectivity period of this Contract, the CSC shall pay the corresponding amount due on the services rendered by the CONTRACTOR based on the agreed compensation scheme and amount specified in this TOR.</p>	
	<p>AMENDMENTS Any amendments to the agreements between the parties shall be mutually agreed upon by both parties and shall be reduced to a written instrument signed by the duly authorized representatives of both parties, and which instrument shall form an integral part of this TOR.</p>	

Janitorial Personnel Distribution and Break time Schedule:

GENDER	NO. OF JP	SCHEDULE	AREA OF ASSIGNMENT	BREAKTIME
OFFICE JANITOR*	1	7:00 AM - 4:00 PM	Main Building 1 st Floor	9:30-9:45 AM 11:00-12:00 NN 2:45-3:00 PM
OFFICE JANITOR	1	7:00 AM - 4:00 PM	Main Building 2 nd Floor	
OFFICE JANITOR	1	7:00 AM - 4:00 PM	Annex Building (ESD)	
OFFICE JANITOR	1	7:00 AM - 4:00 PM	Human Resource Center	
PERIMETER JANITOR	1	8:00 AM - 5:00 PM	Perimeter Including Garden	10:00-10:15 AM 12:00-1:00 PM 3:00-3:15 PM
*JANITOR(with any of the following skills:Plumbing, Aircon and Refrigeration Technician, Building and WiringTechnician	1	8:00 AM - 5:00 PM	CSC RO8 Compound as may be assigned by MSD	10:00-10:15 AM 12:00-1:00 PM 3:00-3:15 PM

I hereby certify to comply with all the above Technical Specifications:

Name of Company/Bidder

Signature over Printed of
Name of Representative

Date

[Use this form for Framework Agreement:]

Technical Specifications

TECHNICAL SPECIFICATIONS			
<i>Item / Service</i>	<i>Maximum Quantity</i>	<i>Technical Specifications / Scope of Work</i>	<i>Statement of Compliance</i>
<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.]</i></p>			
<i>Item / Service</i>	<i>Maximum Quantity</i>	<i>Technical Specifications / Scope of Work</i>	<i>Statement of Compliance</i>
Janitorial Services for the period January 1, 2021 to December 31, 2021	6	As described in Section VII Technical Specifications of this Bid.	
Janitorial Services for the period January 1, 2022 to December 31, 2022	6	As described in Section VII Technical Specifications of this Bid.	
Janitorial Services for the period January 1, 2023 to December 31, 2023	6	As described in Section VII Technical Specifications of this Bid.	

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

- (f) 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**
- (g) 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**
- (h) 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**
- (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (j) 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

- (k) 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**
- (l) 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

- (m) 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)

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

25 FINANCIAL COMPONENT ENVELOPE

- (a) Original of duly signed and accomplished Financial Bid Form; **and**
- (b) Original of duly signed and accomplished Price Schedule(s).

Bid Form

Date: _____
 Invitation to Bid⁴ N^o: **CSCROVIII-PB-2020-0003**

To: DIR. ROWIN P. RIÑOS
BAC Chairperson
Civil Service Commission
Regional Office No. VIII
Candahug, Palo, Leyte

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 provide Janitorial Services (*Framework Agreement*) in conformity with the said Bidding Documents.

Qty/ Unit	Items/Description	Unit Price	Total Price
6	Janitorial Services		

TOTAL PRICE IN WORDS:

1 Lot: _____

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.

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 of the Bidding Documents.

I/We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert]*: as the owner and sole proprietor or authorized representative of *[Name of Bidder]*, has the full power and

⁴ If ADB, JICA and WB funded projects, use IFB.

authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the *[Name/Title of the Project.]*

Or;

I/We likewise certify/confirm that the undersigned, *[for partnerships, corporations, cooperatives, or joint ventures, insert]*: is granted full power and authority by the *[Name of Bidder]*, to participate, submit the bid and to sign and execute the ensuing contract on the latter's behalf for *[Name/Title of the Project.]*

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

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf _____

Schedule of Prices for Goods Offered From Within the Philippines

Name of Bidder: _____ PB No. CSCROVIII-PB-2020-0003 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)

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

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 the **JANITORIAL SERVICES FROM JANUARY TO DECEMBER 2021** of the **Civil Service Commission, Regional Office No. VIII, Candahug, Palo, Leyte**, as shown in the attached duly notarized *Special Power of Attorney*;

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

3. *[Name of Bidder]* is not “blacklisted” or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

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

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

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and

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

a) Carefully examine all of the Bidding Documents;

b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;

c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and

d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the **PUBLIC BIDDING OF JANITORIAL SERVICES FROM JANUARY TO DECEMBER 2021** of the **Civil Service Commission, Regional Office No. VIII, Candahug, Palo, Leyte.**

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

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

Bidder's Representative/Authorized Signatory

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

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

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

Doc. No. _____

Page No. _____

Book No. _____

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STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE CONTRACT TO BE BID

This is to certify that _____ (company) _____ has the following completed contracts for the last ten (10) years.

Date of the Contract	Contracting Party	Name of Contract	Kind of Goods Sold	Amount of Contract	Date of Delivery/ End-user’s Acceptance	Date of Official Receipt	Bidder is A) Manufacturer B) Supplier C) Distributor

Name and Signature of
Authorized Representative

Date

*Instructions:

- a) Cut-off date as of:
 - (i) **Up to the day before the deadline of** submission of bids.
- b) **In the column under “Dates”, indicate the dates of Delivery/ End-user’s Acceptance and Official Receipt.**
- c) **“Name of Contract”. Indicate here the Nature/ Scope of the Contract for the Procuring Entity to determine the relevance of the entry with the Procurement at hand. Example: “Supply and Delivery of Generator Set”**

Statement of: (i) Ongoing Contracts and; (ii) Awarded But Not Yet Started Contracts

This is to certify that _____ (company) _____ has the following ongoing and awarded but not yet started contracts:

Date of the Contract	Contracting Party	Name of Contract	Kind of Goods Sold	Amount of Contract	Value of Outstanding Contracts	Bidder is A) Manufacturer B) Supplier C) Distributor

Name and Signature of
Authorized Representative

Date

***Instructions:**

- a) State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of:
 - i. **The day before the deadline of** submission of bids.
- b) If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- c) The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.
- d) **“Name of Contract”**. Indicate here the Nature/ Scope of the Contract for easier tracking of the entries/ representations. *Example: “Supply and Delivery of Generator Set”*

FRAMEWORK AGREEMENT CONTRACT
[Name of Project]

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into by and between [name of PROCURING ENTITY] of the Philippines with office address at _____, represented herein by its _____, and hereinafter referred to as the "THE PROCURING ENTITY".

and

[name of SUPPLIER], a duly registered entity existing under the laws of the Philippines, with postal address at _____, represented by its _____, referred to as the "THE SUPPLIER",

WITNESSETH, that:

WHEREAS, THE PROCURING ENTITY decided to use Framework Agreement on its procurement project _____;

WHEREAS, this Agreement is for the option to purchase of goods determined to be necessary and desirable to address and satisfy the needs of THE PROCURING ENTITY but by its nature, use or characteristic, the quantity and/or exact time of need cannot be accurately pre-determined;

WHEREAS, THE PROCURING ENTITY has the option to purchase the items provided in the Framework Agreement List, attached and made an integral part of this Agreement as provided in Article I, on a date and time to be determined in the Call-Off to be issued for such purpose by THE PROCURING ENTITY; and

WHEREAS, THE SUPPLIER which passed the eligibility screening conducted by THE PROCURING ENTITY, shall maintain and update the eligibility requirements during period of this Agreement and shall honor all obligations under this Framework Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

Article I
GENERAL
CONSIDERATIONS

1. This Framework Agreement is an option contract. THE PROCURING ENTITY is given the option to either purchase the identified items in the Framework Agreement or not to purchase at all. The discretion to exercise the option falls solely with THE PROCURING ENTITY. THE SUPPLIER may not require or demand for the latter to purchase the items in the Framework Agreement List.
2. In this Framework Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract which is attached thereto and made and integral part thereof¹. This Framework Agreement is an option contract. THE PROCURING ENTITY is given the option to either purchase the identified items in the Framework Agreement or not to purchase at all. The discretion to exercise the option falls solely with THE PROCURING ENTITY. THE SUPPLIER may not require or demand for the latter to purchase the items in the Framework Agreement List.
2. In this Framework Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract which is attached thereto and made and integral part thereof¹. This Framework Agreement is an option contract. THE PROCURING ENTITY is given the option to either purchase the identified items in the Framework Agreement or not to purchase at all. The discretion to exercise the option falls solely with THE PROCURING ENTITY. THE SUPPLIER may not require or demand for the latter to purchase the items in the Framework Agreement List.
2. In this Framework Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract which is attached thereto and made and integral part thereof¹. This Framework Agreement is an option contract. THE PROCURING ENTITY is given the option to either purchase the identified items in the Framework Agreement or not to purchase at all. The discretion to exercise the option falls solely with THE PROCURING ENTITY. THE SUPPLIER may not require or demand for the latter to purchase the items in the Framework Agreement List.
 2. In this Framework Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract which is attached thereto and made and integral part thereof
3. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - (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 Framework Agreement List and the Technical Specifications;
 - (c) the General Conditions of Contract;
 - (d) the Special Conditions of Contract;
 - (e) the Performance Security or Performance Securing Declaration;
 - (f) the Procuring Entity's Notice to Execute Framework Agreement;
 - (g) Mini Competition, when necessary; and
 - (h) Call-Offs.

**Article II
DURATION**

The term of this Agreement shall be from _____ to _____ unless sooner revoked by both parties.

**Article III
CONSIDERATION**

For the consideration of one peso (Php 1.00), THE PROCURING ENTITY have the option to purchase any or all of the items in the Framework Agreement List through the issuance of Call-off and THE SUPPLIER commits to deliver the goods and perform the services subject to the conditions of the Call-off.

**Article IV
PERFECTION OF PROCUREMENT
CONTRACT**

The Framework Agreement being an option contract, a procurement contract is perfected only when THE PROCURING ENTITY exercises the option to procure any item from the Framework Agreement List through the issuance of a Call-off

**Article V
OBLIGATION TO ANSWER A CALL-
OFF**

Once THE PROCURING ENTITY issues a Call-off, THE SUPPLIER is bound to deliver the goods or perform the services identified at the time and date specified in the Call-off.

Failure on the part of THE SUPPLIER to deliver goods or perform the services shall warrant forfeiture of performance security or performance securing declaration and imposition of liquidated damages as provided for in the Guidelines on use of Framework Agreement by all Procuring Entities without prejudice to all other applicable sanctions.

**Article VI
TERMS AND
CONDITIONS**

The terms and conditions of this Framework Agreement shall be governed by Guidelines on the Use of Framework Agreement by all Procuring Entity and all relevant issuance of the GPPB.

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 Procuring Entity)

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

SUPPLIER'S LETTERHEAD

Date

Chairperson
Civil Service Commission
Regional Office No. VIII
Government Center, Palo, Leyte

Dear Sir:

This has reference to Public Bidding No. _____ for _____ (Name of Project) .
_____ (Name of Company) _____ respectfully requests for the following:

- () Withdraw of Bid Submissions
 - () Refund of Bid Security
- (Attached is a photocopy of the CSCROVIII Official Receipt)

It is understood that _____ waives its right to file any motion for reconsideration and/or protest in connection with the above-cited Public Bidding Project.

Thank you.

Very truly yours,

Authorized Signatory for the Company

Form of Performance Security (Bank Guarantee)

To : Civil Service Commission
Regional Office No. VIII
Government Center, Palo, Leyte

WHEREAS, _____ (*Name and Address of Supplier*) (hereinafter called "the Supplier") has undertaken, in pursuance of Notice of Award No. _____ dated _____ to execute (*Name of Contract and Brief Description*) (hereinafter called "the Contract");

AND WHEREAS, it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS, we have agreed to give the Supplier such a Bank Guarantee;

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Supplier, up to a total of [*Amount of Guarantee*] proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [*Amount of Guarantee*] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand.

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 you 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 be valid until the date of issue of the Final Acceptance [Inspection, & Certification of Acceptance Report(I.C.A.R)].

SIGNATURE AND SEAL OF THE
GUARANTOR

NAME OF BANK

ADDRESS

DATE

BID SECURING DECLARATION FORM

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

X.....-X

BID SECURING DECLARATION

Invitation to Bid: *Public Bidding No.* _____

To: Civil Service Commission
Regional Office No. VIII
Government Center, Palo, Leyte

I/We¹, 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.

¹ 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 NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]

[Insert Signatory's Legal Capacity]

Affiant

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Philippines. Affiant/s known to me, and known to be the same person/s in the exhibited [insert type of government identification card used*], with his/her photograph and signature appearing thereon, with no. _____ issued on _____ at _____.

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

Doc. No. _____

Page No. _____

Book No. _____

Series of _____.

PERFORMANCE SECURING DECLARATION FORM

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

X.....-X

PERFORMANCE SECURING DECLARATION

[Insert name of Framework Agreement]

To: *Civil Service Commission
Regional Office No. VIII
Government Center, Palo, Leyte*

I/We², the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/service provider of its obligations under the Framework Agreement, I/we shall submit a Performance Securing Declaration prior to the signing of the Framework Agreement.
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 of five percent (5%) of the Call-Off Price, If I/we have committed any of the following actions:
 - (i) Violation of my/our obligations under the Framework Agreement; or
 - (ii) Violation of my/our obligations under a Call-Off Terms and Conditions
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon the termination of the Framework Agreement pursuant to Section 10 of the Guidelines on the Use of Framework Agreement.

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

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]

[Insert Signatory's Legal Capacity]

Affiant

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

SUBSCRIBED AND SWORN to before me this ____day of [month] [year] at [place of execution], Philippines. Affiant/s known to me, and known to be the same person/s in the exhibited [insert type of government identification card used*], with his/her photograph and signature appearing thereon, with no. _____ issued on _____ at _____.

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorney's No. _____

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

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

Doc. No. _____

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of _.

**The identification card shall be at least one of those acceptable proofs of identity as identified under the provisions of the 2004 Rules on Notarial Practice.*

“Sec. 12. Competent Evidence of Identity – The phrase “competent evidence of identity” refers to the identification of an individual based on:

At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver’s license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter’s ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman’s book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification.

Republic of the Philippines



Government Procurement Policy Board