



HEADQUARTERS  
ARMED FORCES OF THE PHILIPPINES BIDS AND AWARDS COMMITTEE  
OFFICE OF THE PHILIPPINE ARMY BIDS AND AWARDS COMMITTEE 1  
Fort Andres Bonifacio, Metro Manila

# **BIDDING DOCUMENTS**

for the

**PROCUREMENT OF 1 LOT HPA COMPLEX AND PARADE  
GROUND JANITORIAL SERVICES**

**JAN SVCS PABAC 002-21**

**ABC: Php 6,615,514 .00**  
**Bidding Date: March 08, 2021**  
**@ 01:30 P.M. (Monday)**

# 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***

# INVITATION TO BID

## Procurement of 1 Lot at HPA Complex and Parade Ground Janitorial Services

1. The Philippine Army, through the General Appropriation Act 2021 intends to apply the sum of **Six Million Six Hundred Fifteen Thousand Five Hundred Fourteen Pesos (Php 6,615,514.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the **Procurement of 1 Lot at HPA Complex and Parade Ground Janitorial Services**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The PA now invites bids for the above Procurement Project. Delivery of the Services is required within one (1) year as specified in the schedule of requirements. Bidders should have completed, within two (2) years prior to the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the IRR of RA 9184.
5. The Invitation to Bid and Bidding Documents may be downloaded from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and PA website. Interested bidders may inspect the Bidding Documents upon presentation of proper identification during office hours (8:00 am - 4:00 pm) on weekdays only.
6. The complete set of Bidding Documents may be acquired/purchased by interested Bidders during office hours (8:00 am - 4:00 pm) on weekdays only. But not later than 4:00 pm upon payment of non-refundable fee as indicated above, pursuant to the latest Guidelines issued by the GPPB.
7. It may also be downloaded free of charge from the website of the PhilGEPS and PA website, PROVIDED that bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

For the Pre-Bid Conference, bidders are encouraged to send their authorized technical representative or personnel who are familiar with the bid requirements and will prepare the documents for the bidder.

The schedule of the bidding activities shall be as follows:

ACTIVITIES	TIME	VENUE
1. Sale and Issuance of Bidding Documents	8:00 am to 4:00 pm only Mondays - Fridays starting Date: <b><u>Feb. 17, 2021</u></b> <b><u>(Wed)</u></b>	Office of the PABAC1, Fort Andres Bonifacio, Taguig, M.M <b>BGEN DANILO O CARIÑO PA</b> <b>PABAC1 Chairperson</b> <i>Contact Nr. 845-9555 local 6891 / Fax Nr. 845-9555 local 6893, +63917-648-2806/+63908-932-5241 or at its email address at pabacsec@gmail.com.</i>
2. Pre-Bid Conference	Date: <b><u>Feb. 23, 2021</u></b> <b><u>(Tue) @ 01:30 P.M.</u></b>	
3. Submission and Opening of Bids	Date and Time: <b><u>Mar. 08, 2021 (Mon) @ 01:30 P.M.</u></b>	

8. Interested bidders may obtain further information from the PABAC Secretariat during office hours from 8:00 am to 4:00 pm starting Feb. 17, 2021 (Wed) at Tel No. 845-9555 local 6891. However, any queries relative to the contents of the Bidding Documents and the project requirements can only be made by suppliers not later than three (3) calendar days prior to the Submission and Opening of Bids.
9. Bids must be duly received by the BAC Secretariat at the address below on or before Mar. 08, 2021 (Mon) @ 01:30 P.M.. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 18.
10. PABAC reserves the right to accept or reject any bid proposal, to annul the bidding process, and to reject all bids at any time prior to contract award in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected Bidder or Bidders.
11. For further information, please refer to:

**Office of the PA Bids and Awards Committee 1**  
Fort Andres Bonifacio, Metro Manila

**BGEN DANILO O CARIÑO PA**  
**PABAC1 Chairperson**

*Contact Nr. 845-9555 local 6891 / Fax Nr. 845-9555 local 6893, +63917-648-2806/+63908-932-5241 or at its email address at pabacsec@gmail.com.*

## ***Section II. Instructions to Bidders***

# Instructions to Bidders

## 1. Scope of Bid

The Procuring Entity, *Philippine Army* wishes to receive Bids for the **Procurement of 1 Lot HPA Complex and Parade Ground Janitorial Services under APP & PPMP CY 2021.**

The Procurement Project (referred to herein as “Project”) is composed of lot one (1), the details of which are described in Section VII (Technical Specifications).

## 2. Funding Information

2.1. The Government of the Philippines through the source of funding as indicated below for 2021 in the amount of **Six Million Six Hundred Fifteen Thousand Five Hundred Fourteen Pesos (Php 6,615,514.00).**

2.2. The source of funding is the National Expenditures Program 2021.

## 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 **ITB** by the BAC through the issuance of a supplemental or bid bulletin.

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

## 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

## 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
  - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
  - a. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
  - b. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of (a) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements:
    - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *twenty-five percent (25%)* of the ABC for this Project; and
    - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## **6. Origin of Goods**

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

## **7. Subcontracts**

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

The Procuring Entity has prescribed that subcontracting is not allowed.

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting as indicated in paragraph 7 of the **ITB**.

## **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 **ITB**, 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 two (2) years prior to the deadline for the submission and receipt of bids.

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

## 11. Documents comprising the Bid: Financial Component

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

## 12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in e.
  - b. For Goods offered from abroad:
    - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
    - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.



### **13. Bid and Payment Currencies**

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

### **14. Bid Security**

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid for one hundred twenty (120) calendar days from the date of bid opening. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### **15. Sealing and Marking of Bids**

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

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

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

### **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 **ITB**. The Bidders' representatives who are

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<sup>1</sup> 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.

present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

## **18. Domestic Preference**

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

## **19. Detailed Evaluation and Comparison of Bids**

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as one project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## **20. Post-Qualification**

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

## **21. Signing of the Contract**

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

## ***Section III. Bid Data Sheet***

# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>Referred to procurement of <b>Janitorial Services which must be</b> completed within 2 years prior to the deadline for the submission and receipt of bid</p>
7.1	<i>Subcontracting is not allowed.</i>
12	<p>The price of the Goods shall be quoted DDP to be delivered at HSBn, HHSg, PA, Fort Bonifacio, Metro Manila.</p> <p>For the given project in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A 9184 and its 2016 Revised IRR. Adjustable price proposal shall be treated as non-responsive and shall be rejected.</p> <p>Extraordinary circumstances refer to events that may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon the recommendation of the Procuring Entity.</p>
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than Php 132,310.28 which equivalent to 2% if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than Php 330,775.70 which equivalent to 5% if bid security is in Surety Bond.</li> </ul>
15	<p>Each Bidder shall submit <b>One (1) original copy</b> and <b>two (2) photo copies</b> of the first and second components of its bid. Each components of the bid must be sealed in two (2) separate envelopes duly labeled. Likewise, the two (2) separate envelopes shall be sealed in one (1) big envelope or carton box duly labeled.</p>
19.1	<p>Bidders shall also be qualified based on evidence of capability to ensure delivery of Quality Service by presenting proof or standards of practices or procedures being adapted by the company as its systems of operation.</p> <p>Bid Modification is NOT allowed.</p>

19.3	<i>The Project shall be awarded as one contract.</i>
20.2	<p style="text-align: center;"><b><u>POST QUALIFICATION ADDITIONAL REQUIREMENTS</u></b></p> <p>Within a non-extendible period of <b>Five (5) Calendar Days</b> from receipt by the bidder of the notice from the BAC that the bidder has the Lowest Calculated Bid, the bidder shall submit to the BAC the following documentary requirements as required by RA 9184 and its IRR:</p> <ul style="list-style-type: none"> <li>a) Latest Income and Business Tax Returns - electronically filed Income Tax Return and Proof of Payment such as the Electronic Filing and Payment System (EFPS) of the BIR or its equivalent in case of foreign tax authorities;</li> <li>b) Attachments to Certificate of PhilGEPS Registration (Platinum Membership)</li> <li>c) Clearance Certificate from SSS, PAG-IBIG, and PHIC</li> <li>d) Notarial Commission of the lawyer who notarized the documents.</li> <li>e) Certificate from Armed Forces of the Philippines Procurement Service (AFPPS) that the Bidder is not Blacklisted.</li> </ul> <p><i>NOTE 1: The latest income and business tax returns are those issued within the last six months preceding the date of bid submission. In case of Joint Venture, both partners must present/submit above item.</i></p> <p>Failure to submit the above requirements on time or a finding against the veracity of such shall be ground for the forfeiture of the bid security and disqualify the bidder for award.</p>

## ***Section IV. General Conditions of Contract***

# GENERAL CONDITIONS OF CONTRACT

## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

## 3. Performance Security

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

## 4. Inspection and Tests

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



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

Monthly inspection to be conducted by S4, HSBn, HHSg, PA and accomplish report to HHSg.

Daily service of equipment must be strictly maintained to optimize the capability.

## **5. Warranty**

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

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

## **6. Liability of the Supplier**

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

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

## *Section V. Special Conditions of Contract*

## Special Conditions of Contract

SCC Clause	
1	<p>Additional requirements for the completion of this Contract as provided in RA 9184 and its IRR:</p> <p><b>Obligations of the winning Contractor:</b></p> <p style="padding-left: 40px;">a. The Contractor should adhere to the labor practices set forth by the labor code the Philippines and the standard wages set forth by the Regional Wage Board covering Metro Manila.</p> <p style="padding-left: 40px;">b. Deploy well-trained Janitors in proper uniform, physically and mentally fit as supported by updated medical certificate and valid NBI clearance.</p> <p style="padding-left: 40px;">c. The Contractor shall notify in writing, HHSB, PA within thirty (30) calendar days in all matters pertaining the rotation, reassignment, suspension and/or termination and imposition of disciplinary measures to erring Janitors. Request for replacement, reassignment and rotation shall be acted by the Contractor within twenty four (24) hours upon receipt of the written notification from the Procuring Entity.</p> <p style="padding-left: 40px;">d. Hold the Philippine Army free from any action or liability arising from any claims of janitors employed by the Contractor for benefits under the Labor Code of the Philippines.</p> <p style="padding-left: 40px;">e. At the end of the contract period, the contractor shall turn over to HHSB, PA all property accountabilities and any amount of damages or property losses shall be deducted from the collectible amount due to the Contractor.</p> <p style="padding-left: 40px;">f. The Contractor shall be solely responsible for any damage of whatever type caused by its janitors/personnel to HPA personnel and properties or to any third party and their properties.</p> <p style="padding-left: 40px;">g. The Contractor shall ensure that its janitors shall at all times maintain proper decorum within the HPA premises and shall fulfill other maintenance related tasks that may be assigned by HSBn, HHSB, PA.</p> <p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW”, “FOB”, “FCA”, “CIF”, “CIP”, “DDP”, “DAP”, and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>For Goods Supplied from Abroad:</i> The delivery terms applicable to the Contract is <b>DDP</b> delivered to the <b>HSBn, HHSB, PA, Fort Bonifacio, Taguig City, Philippines</b> in accordance with “INCOTERMS 2010”.</p> <p><i>For Goods Supplied from Within the Philippines:</i> The delivery terms applicable to this Contract and delivered to the <b>HSBn, HHSB, PA, Fort Bonifacio, Taguig City, Philippines</b>. Risk and title will pass from the Supplier to the</p>

PROCURING ENTITY upon receipt and final acceptance of the GOODS at their final destination.”

Delivery of the GOODS shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are as follows:

For GOODS supplied from within the Philippines:

Upon delivery of the GOODS to the Delivery Site, the Supplier shall notify the PROCURING ENTITY and present the following documents to the PROCURING ENTITY:

- (i) Original and four copies of the Supplier’s invoice showing GOODS’ description, quantity, unit price, and total amount;
- (ii) Original and four copies of the delivery receipt/note, railway receipt, or truck receipt;
- (iii) Original Supplier’s factory inspection report;
- (iv) Original and four copies of the Manufacturer’s and/or Supplier’s warranty certificate;
- (v) Original and four copies of the certificate of origin (for imported GOODS);
- (vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel;

For GOODS supplied from abroad:

Upon shipment, the Supplier shall notify the PROCURING ENTITY and the insurance company by cable the full details of the shipment, including Contract Number, description of the GOODS, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Delivery Site, the Supplier shall notify the PROCURING ENTITY and present the following documents as applicable with the documentary requirements of any letter of credit issued taking precedence:

- (i) Original and four copies of the Supplier’s invoice showing GOODS’ description, quantity, unit price, and total amount;
- (ii) Original and four copies of the negotiable, clean shipped on board bill of lading marked “freight pre-paid” and five copies of the non-negotiable bill of lading ;
- (iii) Original Supplier’s factory inspection report; as applicable
- (iv) Original and four copies of the Manufacturer’s and/or Supplier’s

warranty certificate;

- (v) Original and four copies of the certificate of origin;
- (vi) Delivery receipt detailing number and description of items received signed by the PROCURING ENTITY's representative at the Delivery Site;
- (vii) Four copies of the Invoice Receipt for Property signed by the PROCURING ENTITY's representative at the Delivery Site.
- (viii) Four copies of permanent export license for controlled military items, if the GOODS is a controlled military item/s in the originating country, if applicable.
- (ix) Certificate and four copies of Pre-Delivery Inspection by the PROCURING ENTITY, as applicable.

For purposes of this Clause the PROCURING ENTITY's Representative at the Delivery Site is SSg Andrew Celson B Lelis (QMS) PA.

**Incidental Services –**

The Supplier is required to provide all of the following services, including additional services as specified in **Section VI. Schedule of Requirements**:

- (i) performance or supervision of on-site assembly and/or start-up of the supplied GOODS;
- (ii) furnishing of tools required for assembly and/or maintenance of the supplied GOODS;
- (iii) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied GOODS;
- (iv) performance or supervision or maintenance and/or repair of the supplied GOODS, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract;

The Contract price for the GOODS shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**Spare Parts –**

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts assembled, supplied, manufactured or distributed by the Supplier:

- (i) such spare parts as the PROCURING ENTITY may elect to purchase

from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and

- (ii) in the event of termination of production of the spare parts:
  - a. advance notification to the PROCURING ENTITY of the pending termination, in sufficient time to permit the PROCURING ENTITY to procure needed requirements; and
  - b. following such termination, furnishing at no cost to the PROCURING ENTITY, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts required shall be listed in **Section VI. Schedule of Requirements** and the cost thereof are to be included in the Contract Price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the GOODS for a period of not less than **fifteen (15) years from the date of acceptance.**

Other spare parts and components shall be supplied as promptly as possible, but in any case, within **sixty (60) calendar days from date of issuance of appropriate licenses.**

#### **Packaging –**

The Supplier shall provide such packaging of the GOODS as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the GOODS' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the PROCURING ENTITY.

The packaging, marking, and documentation shall be in accordance with the manufacturer's standard.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity

Name of the Supplier

Contract Description and quantity

Gross weight

Any special lifting instructions

A **packaging list** identifying the contents, quantities and serial numbers of the items is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

**Insurance –**

The GOODS supplied under this Contract shall be fully insured by the Supplier in any freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The GOODS remain at the risk and title of the Supplier until their final acceptance by the PROCURING ENTITY.

**Transportation –**

Where the Supplier is required under Contract to deliver the GOODS **DDP**, transport of the GOODS to the named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the GOODS to a specified place of destination within the Philippines, defined as the Delivery Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

Where the Supplier is required under Contract to deliver the Goods **DDP**, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered *force majeure*.

The PROCURING ENTITY accepts no liability for the damage of GOODS during transit other than those prescribed by INCOTERMS for DAP Deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.

**Patent Rights –**

The Supplier shall indemnify the PROCURING ENTITY against all third-party claims of infringement of patent, trademark, or industrial design rights arising

	<p>from use of the GOODS or any part thereof.</p> <p>The Supplier shall provide complete listing of Contractor, Sub-contractor and Third Party Intellectual Properties.</p> <p>Delivery of the Services shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>At the end of the contract period, ownership of all the equipment and tools specified in Section VI (Schedule of Requirements) shall be transferred to the Procuring Entity.</p>
2.2	<p>The corresponding payment shall be made on a monthly basis provided that the Contractor has satisfactorily and completely delivered the materials and rendered the services under this contract in accordance with the Schedule of Requirements and Technical Specifications of CO, HSBn to Commander, HHSG, PA. Failure of the Contractor to satisfy the required services of the contract shall be grounds for termination of contract on the following quarter.</p> <p><b><i>PAYMENT USING LC MAY ONLY BE ALLOWED FOR FOREIGN SUPPLIERS.</i></b></p>
4	<p>The inspections and tests that will be conducted are:</p> <p>Visual inspections of services rendered and accounting of GOODS delivered.</p>
5.1	<p>The HHSG reserves the right to replace the personnel, supplies or equipment upon sound judgment by HHSG, PA that the same does not satisfactorily perform and achieve quality results.</p>
5.2	<p>The Contractor shall replace janitors who are on leave, absent or off duty within 24 hours. Janitors who have been investigated by the authorities for the commission of illegal/criminal acts shall be replaced by the Contractor within 24 hours from the time that the Contractor was notified of said investigation, or from the time that HHSG, PA was notified thereof, whichever is earlier.</p> <p>The period for repair or replacement for the defective goods or parts thereof shall be within Ninety (90) calendar days upon receipt of the Notice of Defects.</p>
6	<p>The Contractor shall replace janitors who are on leave, absent or off duty for any reason, otherwise corresponding deductions, as liquidated damages, shall be made from the billing for each day of delay.</p>



## ***Section VI. Schedule of Requirements***

## Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the Delivery Site. The bidder must state in the last column opposite each parameter and required delivery schedule either “**Comply**” or “**Not Comply**”.

Item Nr	Description	Qty	ABC	Delivery Period	Delivery Place
1	HPA Complex and Parade Ground Janitorial Service	1	Php 6,615,514.00	Within Seven (7) days upon receipt of NTP until 31 December 2021	Stockroom of HSBN, HHSG, PA, Fort Andres Bonifacio, Metro Manila

## ***Section VII. Technical Specifications***

# Technical Specifications

1. The Contractor shall provide, assign, and designate Twenty (21) janitors including a working supervising/Head Janitor to manage the cleaning and other maintenance operations on a daily basis, from Monday to Saturday including holidays for janitorial services and ground maintenance of HPA.

2. The contractor shall provide quality janitorial and maintenance services as indicated in the scope of work.

3. The contractor shall provide different kinds of janitorial materials and equipment needed in the maintenance of building and grounds and shall be responsible in ensuring that their equipment is serviceable at all times.

4. All janitors shall be properly screened, interviewed, tested and trained by the contractor. Janitors shall be required to obtain clearances from Barangay, Police, NBI and security clearance from G2, HHSG and the necessary medical certificates. Copies of which shall be submitted by the contractor to the client (HHSG) together with their Bio-data.

5. The contractor shall provide, at its expense, all cleaning materials, tools equipment, POL requirements (XCS) and supplies necessary in the performance of the service.

6. The contractor shall ensure that all its employees are paid of their salaries and allowances on time.

7. The contractor shall prepare *and submit maintenance log and performance.*

## TERMS OF REFERENCE

1. The janitorial services shall cover the following area:

- HPA building inclusive of ground hallways and common restrooms.
- HPA reception area including OACPA building.
- HPA parking bays and entrance/exit
- HPA Grandstand, parade ground, parking areas, jogging lane, mural and its vicinity
- HPA compound including flagpole, building, ground and its vicinity
- HPAG and its vicinity

- HPA buildings, hallways, parking, flagpole and its vicinity to the fence
- HPAG and its vicinity

2. Deployment of Personnel

(Work should start from 0600H to 1700H but should observe the eight-hour working time per person)

Building/Offices/Ground	Nr of Personnel	Hour of Duty per personnel 0600H-1700H
Hallway (ground floor)	2	8hrs per day
Hallway (2 <sup>nd</sup> floor)	2	8hrs per day
Restrooms (common/office- G3, G5, G9 and Conference Room)	1	8hrs per day
HPA entrance left & right wing, Bataan Monument/Murals/ Parking Areas	1	8hrs per day
HPA Grandstand	1	8hrs per day
HPA Lawn, HPA flagpole and Bataan Monument/ Murals	1	8hrs per day
Street sweeper (HPAG) and HPA Complex	2	8hrs per day
OACPA, HBAC, Commanders Lounge	1	8hrs per day
Gate 2 to Gate 3	1	8hrs per day
Gate 3 to Gate 4	1	8hrs per day
Grandstand and its vicinity	2	8hrs per day
In front of Grandstand	1	8hrs per day
Parade Ground	1	8hrs per day
Reception area	1	8hrs per day
Grandstand to Hole 5 Murals	1	8hrs per day
Murals to Helipad until beside of Grandstand	1	8hrs per day
Pruner except trees	1	8hrs per day

3. The contractor shall be equipped with heavy duty janitorial and maintenance equipment.

4. The contractor shall replace janitors who are on leave, absent or off duty otherwise corresponding deductions shall be made from the billing for delay.

5. The contractor shall ensure that all its janitors are wearing the proper uniform and identification tags during their tour of duty and shall maintain a neat and presentable appearance at all times.

6. The contractor shall detail a working/supervising janitor during their tour of duty to periodically examine and supervise the performance of services by the janitors.

7. The contractor shall store/deposit all cleaning materials, tools, equipment and supplies necessary in the performance of the service in the storage that will be provided by the HHSO.

## **SCOPE OF WORKS**

### **1. DAILY SERVICES:**

#### **A. HPA Building and Grandstand Maintenance;**

- Sweeping, mopping & spot scrubbing of all floor area and stairs to include grandstand floor tiles.
- Vacuuming of all carpeted & dust prone areas.
- Dusting and cleaning of interior horizontal and vertical surfaces including all furniture.
- Dusting and cleaning of all mirrors, glass top, glass wall inside windows, window ledges, blind and vents of air conditioning systems.
- Removal of cobwebs and unwanted marks on walls and ceiling.
- Scooping of all sticky substance or dirt on the floor.
- Cleaning and disinfecting of toilet floors, bowls, sink urinals, commodes and wash basin at least thrice a day.
- Emptying and cleaning of ashtrays and waste paper container and the disposal of same to receptacles provided for the purpose.
- Checking and reporting busted bulb, lamps, leaking faucets, and pipelines to the Maintenance Section, Office of the HPA Building Administrator.
- Watering of ornamental plants inside the building.
- Disposing wastes in trash cans daily or as necessary at designated areas outside the building for pick-up by the garbage collector.
- Providing signs and barrier to effectively prevent any accident while the work is on process.
- Segregation of garbage as to biodegradable and non - biodegradable wastes in color coded plastic bags in all areas.
- Cleaning and sanitizing telephones, water dispensers and utensils.

- Replenishing all dispensers to normal limits and ensuring that items such as tissue, deodorant cake, liquid soap, trash bags and other disposable toiletries are available and in place during office hours, as well as during night time in case of extended activity.

**B. Ground, Parking and Vicinity Maintenance;**

- Weeding and trimming of overgrown branches to include grass manicure.
- Conducting cultivation, fertilization, trimming, propagation, watering of ornamental plants twice a day to include lawn grasses especially during summer.
- Sweeping of sidewalks around the building to include lawn and thorough fares.
- Litter-picking within the premises along thorough areas, lawn and even on potted plants.
- Cutting and removal of dead parts of ornamental plants and trees.
- Removing all scattered and hazardous materials and putting them in proper receptacles.
- Reports to HPA Building Administrator of the existence of tree branches interfering with high tension wires.

**2. WEEKLY SERVICES:**

**A. HPA Building and Grandstand Maintenance;**

- General cleaning of floor areas removing wax stains, spot scrubbing of carpets.
- General cleaning of toilets and bathrooms, to include disinfecting of toilet floors, walls, bowls, urinals, commodes and wash basins.
- Cleaning of doors, screen and window glass to include water stains from air-con outside the building.
- Dusting of light fixture, suspended from the ceiling.
- Cleaning, waxing and polishing of floor areas and counter.
- Complying with the required separation of garbage to include the proper disposal.

- Placing all indoor plants under the rain or sun on weekends or holidays and returning them to their proper places/indoors during weekdays.
- Polishing of metal signs within the building.
- Cleaning of all fire escapes, air handling units of the building.
- Spraying of anti-mosquito to air-conditioned and conference rooms before use.

**B. Ground, Parking and Vicinity Maintenance:**

- Trimming of overgrown branches within the premises.
- Spraying of insecticides to ornamental plants to prevent plant disease.
- Application of disinfectant, anti-odor and anti-mosquitoes at the canals/drainage of HPA compound.
- Cleaning and washing of parking areas, parking signs.

**3. MONTHLY SERVICES:**

- Shampooing of carpets.
- Cleaning of roof and roof gutters.
- Checking and inspecting all areas of responsibility as mentioned above and making appropriate action to unfinished works as soon as possible.
- Checking and inspecting other areas that need immediate action and general cleaning of all external glasses and ledges.
- Thorough general cleaning of all areas covered by the contract.
- Cleaning of diffusers, light and other fixtures indicated by the client.

**4. MISCELLANEOUS SERVICES:**

- Assist in hauling of office furniture and equipment within the premises as maybe required by the client.
- Shall immediately Report to HHSO, PA of fixtures and other building accessories which need repairs (i.e. leaking faucet and others).
- Assisting in the loading and unloading of materials for HPA use.
- Providing consultancy on ground maintenance and beautification.



- Provide other related services as so required from time to time.

## 5. MINIMUM REQUIREMENT

The Procuring Entity will provide a storage area of all the supplies and equipment to be provided by the Contractor in carrying out its services/functions. The materials, supplies and equipment so provided cannot be pulled out anytime within the contract period. All cleaning equipment, tools, materials and supplies necessary for the specified janitorial services shall be provided by the Contractor except the cost of electricity and water consumption.

### A. EQUIPMENT

The following EQUIPMENT & TOOLS must be delivered within SEVEN (7) Calendar DAYS from the receipt by the Contractor of the Notice to Proceed ( NTP )

NR	NOMENCLATURE	UNIT	QTY
1	Water Pail	20	Pcs
2	Extension Cord	180	mtr
3	Water Hose $\frac{3}{4}$ and $\frac{1}{2}$	380 & 180	mtr
4	Dust Pan (G1)	12	pcs
5	Floor Polisher	4	unit
6	Janitorial Cart	4	unit
7	Rolling Waste Receptacles	12	unit
8	Garden bolo	21	pcs
9	Grass Shear	6	pcs
10	Glass Squeegee s/ Extension	6	unit
11	Sprayer	4	assy
12	Waste Segregation Receptacles	11	unit
13	Shovel	21	pcs
14	Ladder (12&24ft (A Type)	2	ea
15	Mop Squeezer with Bucket	6	unit
16	Blower (self-powered, Hvy Dy)	2	unit
17	Bush Cutter	3	unit
18	Lawn Mower Bagger Vacuum Pull Behind	1	unit
19	Static Duster	10	pcs
20	Motor Pump (1.3HP)	1	unit
21	Vacuum Cleaner	2	pcs
22	Pick mattock	12	pcs
23	Water Hose Sprinkler	12	pcs
24	Rake	6	pcs
25	Grip Cutter	12	pcs

## B. SUPPLIES AND CLEANING MATERIALS

### 1. MONTHLY CONSUMABLES

The following Monthly Consumables in the following quantity must be delivered within ten (10) Calendar Days from receipt by the Contractor of the NTP and not later than the 5th day of each succeeding month.

NR	NOMENCLATURE	UNIT	QTY
1	Liquid Wax (Red/Green)	4/4	Gal
2	Liquid Wax (Natural Color)	4	Gal
3	Metal Polish Cleaner	6	Can
4	Furniture Polish (500ml)	6	Can
5	Air Freshener	22	Gal
6	Powder Soap	5	Bag
7	Deodorant Cake	12	Doz
8	Mop Head	12	Pcs
9	Glass Cleaner	6	Gal
10	Trash Bags (black/yellow)	45/45	Pcs
11	Cloth (Pranela)	12	Pck
12	Cleaner Powder	8	Bxs
13	Muriatic Acid	10	Gal
14	Zonrox	6	Bot
15	Hand Pads	8	Doz
16	Tissue Paper	10	Bxs
17	Liquid Disinfectant	6	Gal
18	Round Rugs	8	Kg
19	Waterless Urinal Cube	24	Pcs
20	Hand Soap	6	Gal
21	Toilet bowl cleaner	10	Gal
22	Gasoline	150	ltr
23	Alcohol	4	Gal
24	Hand Towel	20	Pcs
25	Nylon Cord	6	kg

### 2. QUARTERLY CONSUMABLES

The following Quarterly Consumables in the following quantity must be delivered within ten (10) Calendar Days from the receipt by the Contractor of the NTP, and thereafter before the start of every quarter. Materials to be used are the following:

NR	NOMENCLATURE	UNIT	QTY
1	Scrubbing Pads	15	pcs
2	Stick Broom	10	pcs
3	Soft Broom	10	pcs
4	Polisher Brush 16x6	6	pcs
5	Toilet Pump	8	pcs
6	Bowl Brush	8	pcs
7	Mop Handle	21	pcs

8	Fertilizer	8	Scks
9	Insecticide	6	ltr
10	Flower bloomer	6	ltr
11	Hormex	12	ltr

C. Proof of compliance that its janitors were duly subjected to psychological, drug, alcohol or other related tests from government accredited testing centers within 10 calendar days from receipt of NTP.

***Section VIII. Checklist of Technical and  
Financial Documents***

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

<b>TAB</b>	<b>ELIGIBILITY REQUIREMENTS</b>
<b>A</b>	<b>Class “A” Documents</b>
	<p><b>LEGAL DOCUMENTS (OR EQUIVALENT FOR FOREIGN BIDDERS):</b></p> <p><i>Note: The Bidders shall submit their Eligibility Documents during the Receipt &amp; Opening of Bid Envelopes by the BAC. For foreign bidders, the equivalent document/s issued by the appropriate authority in the country of origin of the bidder concerned must be presented. If said document has no appropriate equivalent, a Certificate of In-existence of Appropriate Foreign Equivalent may be submitted.</i></p> <ul style="list-style-type: none"> <li>i) <b>Registration Certificate</b> from SEC, Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives, or any proof of such registration as stated in the Bidding Documents.</li> <li>ii) <b>Mayor’s permit</b> issued by the city or municipality where the principal place of business of the prospective bidder is located.</li> <li>iii) <b>Tax clearance</b> per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR.</li> <li>(iv) <b>Audited financial statements</b>, showing, among others, the prospective bidder’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.</li> </ul> <p>OR;</p> <p><b>PhilGEPS Certificate of Registration and Membership (Platinum Registration*)</b> in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 23.2 of the IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with section 37.1.4 of the IRR.</p> <p><b>*Note:</b> Bidder must ensure that all Class “A” Eligibility Documents are valid and current at the time of submission of PhilGEPS Certificate of Registration and Membership (Platinum Registration). In case any of the submitted Eligibility Documents are not valid and current at the time of submission of Platinum Registration, bidders are required to submit the valid and current documents including the Audited Financial Statements (stamped received by the BIR or its duly accredited and authorized institution) together with the PhilGEPS Platinum Registration</p> <p>In case of Joint Venture (JV), both parties must submit Phil GEPS Certificate of Registration and Membership (Platinum Registration).</p>

**CLASS “A” TECHNICAL DOCUMENTS**

**B** **Statement of all Ongoing Government and Private Contracts (SOGPC)**, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; (**Annex A**)

Duly signed **Statement of Single Largest Completed Contract (SLCC)** of similar nature within the last two (2) years from the date of the Receipt and Opening of Bid Envelope (ROBE); (**Annex B**)

1) For **expendable supplies**, completed at least **one (1) Single Similar Contract** equivalent to at least **25%** of the ABC of the Project to be bid; or

2) At least **two (2) Similar Contracts**, the **aggregate** contracts amount should be equivalent to at least **25%** of the ABC of the project to be bid, and the **largest of these similar contracts** should be equivalent to at least **“12.5%** of the ABC of the project to be bid.

**For Government Contracts:**

*The following documents must be submitted/attached corresponding to listed completed largest contract/s per Annex 2 to be submitted during Post Qualification:*

The Notices of Award or Notices to Proceed or Contract or Purchase Order issued by the End-User or its equivalent; and

Certificate of Completion/Acceptance or Technical Inspection and Acceptance Committee (TIAC) Report or other equivalent documents clearly indicating that the goods received by the buyer/end-user are in good order/condition.

**Note: The two statements (SOGPC and SLCC) required shall indicate for each contract, the following:**

- (ii.1) name of the contract;
- (ii.2) date of the contract;
- (ii.3) contract duration;
- (ii.4) owner’s name and address;
- (ii.5) kinds of Goods;
- (ii.6) **For Statement of Ongoing Contracts** – amount of contract and value of outstanding contracts;
- (ii.7) **For Statement of SLCC** – amount of completed contracts, adjusted by the Bidder to current prices using PSA’s consumer price index, if necessary, for the purpose of meeting the SLCC requirement;
- (ii.8) date of delivery; and
- (ii.9) End-User’s Acceptance or Official Receipt(s) or Sales Invoice with Collecting Receipts/Invoice issued for the contract, **if completed**, which shall be attached to the statements.

**For Private Contract:**

1 Contract or Purchase Order issued by the end-user; and

**C**

	<p>2 Certificates of Completion and/or End-User’s Acceptance or Sales Invoices/Official Receipts provided that same expressly state the goods are received in good condition.</p> <p><b>Note: For this project, “similar contract or projects” shall pertain only to procurement of Janitorial Services.</b></p> <p><i>The bidder may make a reservation in a notarized document not to disclose the name of its client on the ground of an existing <b>confidentiality agreement</b> but must disclose the amount, status, and name of the project for purposes of validating the contents of the statement of single largest similar completed contract, <b>subject to the full disclosure during post-qualification.</b></i></p>
D	<p><b>Duly signed Certificate of Net Financial Contracting Capacity (NFCC) per Annex 3</b> in accordance with ITB Clause 5.5 or <b>Committed Line of Credit per Annex C.</b></p> <p><u><i>NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.</i></u></p> <p><b>Notes:</b></p> <ol style="list-style-type: none"> <li>1. The phrase “<b>the values of the bidder’s current assets and current liabilities</b>” shall be based on the Corporate Financial Statements or Annual Report for <b>2019 or 2018.</b></li> <li>2. The value of all outstanding or uncompleted contracts refers to those listed in <b>Annex A.</b></li> <li>3. The detailed computation must be shown using the required formula provided above.</li> <li>4. The NFCC computation must at least be equal to the ABC of the project.</li> </ol> <p><b>OR;</b></p> <p>Should the bidder opt to submit a <b>Committed Line of Credit</b>, it must be at least equal to ten percent (10%) of the ABC of the project issued by a Local Universal or Local Commercial Bank which must be effective or available on the date of the bid submission. <b>The amount of the committed Line of Credit MUST BE MACHINE VALIDATED. (Annex E).</b></p> <p><b><u>For Joint Venture:</u></b> <i>The Joint Venture (JV) partner responsible for submitting the NFCC shall likewise submit the Statement of all its on-going contracts and Audited Financial Statements.</i></p>
<b>CLASS “B” DOCUMENTS</b>	
E	<p>Valid Joint Venture Agreement (JVA), in case the joint venture is already in existence, or, duly notarized statements from all potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the</p>

	<p>instance that the Bids is successful; Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the Bid security.</p> <ol style="list-style-type: none"> <li>a. Each JV Partner must submit the PhilGEPS Certificate of Registration (Platinum Membership), or; for foreign bidders, the equivalent document/s issued by the appropriate authority in the country of origin of the Bidder concerned must be presented. If said document has no appropriate equivalent, a Certificate of Inexistence of Appropriate Foreign Equivalent.</li> <li>b. For other required Class “A” Eligibility Documents; submission by any of the partner(s) constitutes collective compliance.</li> </ol> <p><b>In case JVA is not applicable, the Bidder must submit a duly signed statement stating that JVA is not applicable in lieu of the foregoing (ANNEX D-1).</b></p>		
F	<p><b>Bid Securing Declaration, OR any form of Bid Security (ANNEX F)</b>, in an amount not less than the required percentage of the ABC in accordance with the following schedule:</p> <ol style="list-style-type: none"> <li>1. Cash, or cashier’s / manager’s check issued by a Universal or Commercial Bank equivalent to two percent (2%) of the ABC; or</li> <li>2. Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank equivalent to two percent (2%) of the ABC; or</li> <li>3. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security equivalent to five percent (5%) of the ABC.</li> </ol> <p>The Bid security shall be payable to the procuring entity, however, if it is in the form of a manager’s check, it shall be payable to the <b>Collecting Officer, Finance Center, PA.</b></p>		
G	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">1. Completed and signed <b><u>Conformance/Statement of Compliance</u></b> to Technical Bid Form, Technical Specifications (TS) and other Test and Acceptance Procedure (TAP); (ANNEX G, G-1 and G-2)</td> </tr> <tr> <td style="width: 50%; padding: 5px;">2. <b>Conformity with the Schedule of Requirements (ANNEX G-3).</b></td> </tr> </table>	1. Completed and signed <b><u>Conformance/Statement of Compliance</u></b> to Technical Bid Form, Technical Specifications (TS) and other Test and Acceptance Procedure (TAP); (ANNEX G, G-1 and G-2)	2. <b>Conformity with the Schedule of Requirements (ANNEX G-3).</b>
1. Completed and signed <b><u>Conformance/Statement of Compliance</u></b> to Technical Bid Form, Technical Specifications (TS) and other Test and Acceptance Procedure (TAP); (ANNEX G, G-1 and G-2)			
2. <b>Conformity with the Schedule of Requirements (ANNEX G-3).</b>			
H	<p>Notarized <b>Omnibus Sworn Statement (ANNEX H)</b> in accordance with Section 25.2(a)(viii) and Section 25.3 of the 2016 Revised IRR of RA 9184, and using the form prescribed in Section VIII (Bidding Forms).</p>		
I	<p>Warranty Undertaking (<b>Annex I</b>)</p>		
J	<p><b>Proof of Authority</b> of the designated representative/s for purposes of the bidding:</p> <p><b><u>For Local Contractors/Authorized Contractors:</u></b></p> <ol style="list-style-type: none"> <li>1. <b>Duly notarized Special Power of Attorney</b> – For Sole Proprietorship if owner opts to designate a representative/s; <b>OR</b></li> <li>2. <b>Duly notarized Secretary’s Certificate</b> evidencing the authority of</li> </ol>		



	<p>the designated representative/s, issued by the corporation, cooperative or the members of the joint venture.</p> <p><b><u>For Foreign Contractors/Authorized Contractors:</u></b></p> <p><b>a. Valid and Current Written Appointment</b> of the Philippine based company (as local representative of foreign manufacturer) issued by the foreign bidder. The written appointment must include detailed scope of responsibility of the local representative.</p> <p><b>b. Duly Notarized authorization of the Philippine Based Company’s representative</b> (e.g. Secretary’s Certificate for Corporation, Special Power of Attorney for Sole Proprietor) with specimen signature of the authorized representative to transact with PA/AFP including address, telephone number, fax number and email address;</p> <p><i>Provided that in the case of unincorporated joint venture, each member shall submit a separate Special Power of Attorney and/or Secretary’s Certificate evidencing the authority of the designated representatives for purposes of this bidding.</i></p> <p><i>The Secretary’s Certificate, Board Resolution or Special Power of Attorney, or its equivalent document, must</i>  <i>a specimen signature of the bidder or its authorized representative; it must indicate in the said document the authority to transact with the Philippine Army/AFP; and it must indicate in the same document the address, telephone number, mobile phone number, fax number and email address of the bidder or its authorized representative);</i></p>
<b>K</b>	<p>Copy of the Letter Request to Headquarters Armed Forces of the Philippines Procurement Service (HAFPPS) for the issuance of Certificate that the Bidder is not <b>Blacklisted</b>.</p> <p><i>*Note:</i></p> <ol style="list-style-type: none"> <li><i>1. The copy of submitted letter must have “RECEIVED” stamp by HAFPPS.</i></li> <li><i>2. Authorized local representative must also submit the abovementioned document</i></li> <li><i>3. In case of JV, <b>each JV Partner</b> must submit the same copy of letter.</i></li> </ol>

**II. FINANCIAL COMPONENT ENVELOPE**

<b>TAB</b>	<b>FINANCIAL PROPOSAL DOCUMENTS</b>
<b>A</b>	<b>Annex J</b> -Duly signed Financial Bid Form
<b>B</b>	<b>Annex K</b> -Bid prices and Applicable Price Schedules

## *Section VIII. Sample Forms*

# ANNEX A

## Bidder's Company Letterhead

### Procurement of 1 Lot at HPA Complex and Parade Ground Janitorial Services

Lot	Description	Qty	ABC (Pesos)
1	HPA Complex and Parade Ground Janitorial Service	1	Php 6,615,514.00

### STATEMENT OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS (INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED)

(ii.1) Name of the Contract	(ii.2) Date of Contract	(ii.3) Contract Duration	(ii.4) Owner's Name & address	(ii.5) Kinds of goods	(ii.6) Amount of Contract and Value of Outstanding Contracts	(ii.8) Date of Delivery	(ii.9) OR Nr & Date, End-user's Acceptance date or Sales "Invoice with Collection Receipt (For those completed) (please attach)
TOTAL							

### CERTIFIED CORRECT:

\_\_\_\_\_  
Name and Signature of Authorized Representative

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

# **ANNEX B**

## **Bidder's Company Letterhead**

### **Procurement of 1 Lot at HPA Complex and Parade Ground Janitorial Services**

<b>Lot</b>	<b>Description</b>	<b>Qty</b>	<b>ABC (Pesos)</b>
<b>1</b>	HPA Complex and Parade Ground Janitorial Service	1	Php 6,615,514.00

- a. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- b. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of (a) will likely result to failure of bidding that will defeat the purpose of public bidding: The Bidder should comply with the following requirements:
- i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least twenty-five percent (25%) in the case of expendable supplies of the ABC for this Project; **and**
  - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

(ii.1) Name of the Contract	(ii.2) Date of Contract	(ii.3) Contract Duration	(ii.4) Owner's Name & address	(ii.5) Kinds of goods	(ii.7) Amount of Completed Contract/s	(ii.8) Date of Delivery	(ii.9) OR Nr & Date, End-user's Acceptance date or Sales "Invoice with Collection Receipt (For those completed) (please attach)
<b>TOTAL</b>							

**CERTIFIED CORRECT:**

\_\_\_\_\_

Name and Signature of Authorized Representative

\_\_\_\_\_

Position

\_\_\_\_\_

Date

# ANNEX C

## Bidder's Company Letterhead

### Procurement of 1 Lot at HPA Complex and Parade Ground Janitorial Services

#### **CERTIFICATE OF NET FINANCIAL CONTRACTING CAPACITY (PLS SHOW FIGURES AT HOW YOU ARRIVED AT THE NFCC)**

---

This is to certify that our Net Financial Contracting Capacity (NFCC) is **Philippine Pesos** \_\_\_\_\_ (**Php** \_\_\_\_\_) which is at least equal to the total ceiling price we are bidding. The amount is computed as follows;

CA	=	Current Assets	Php
Less:			-
CL	=	Current Liabilities	_____
		<b>Sub-total 1</b>	Php
			X 15
		<b>Sub-total 2</b>	Php
Less:			-
C	=	Value of all outstanding or uncompleted portions of the projects under on-going contracts, including awarded contracts yet to be started coinciding with the contract for this project.	Php
<b>NFCC</b>			<b>Php</b>

Issued this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

#### **CERTIFIED CORRECT:**

\_\_\_\_\_  
Name and Signature of Authorized Representative

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

# **ANNEX D**

## **PROTOCOL/UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT VENTURE**

This **PROTOCOL/UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT VENTURE** executed by:

\_\_\_\_\_, A sole proprietorship/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at \_\_\_\_\_, represented herein by its \_\_\_\_\_, hereinafter referred to as \_\_\_\_\_.

-and-

\_\_\_\_\_ A sole proprietorship/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at \_\_\_\_\_, represented herein by its \_\_\_\_\_, hereinafter referred to as \_\_\_\_\_.

For submission to the **Philippine Army Bids and Awards Committee (PABAC)**, pursuant to Section 23.1 (b) of the Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No 9184.

**WITNESSETH That:**

WHEREAS, the parties desire to participate as a joint venture in the public bidding that will be conducted by the PABAC pursuant to Republic Act (RA) No 9184 and its Revised Implementing Rules and Regulations (IRR) with the following particulars:

Bid Reference No.	
Name/Title of Procurement Project	
Approved Budget for the Contract	

NOW THETREFORE, in consideration of the foregoing, the Parties undertake to enter into a JOINT VENTURE and sign a Joint Venture Agreement relative to their joint cooperation for this bid project, in the event that their bid is successful, furnishing the PABAC a duly signed and notarized copy thereof within ten (10) calendar days from receipt of Notice from the BAC that our bid has the lowest calculated responsive bid or highest rated responsive bid (as the case may be).

For purposes of this bid project, and unless modified by the terms of the Joint Venture Agreement, the following party shall be the authorized representative of the JV:

**JV Partner (Name of Company)**

\_\_\_\_\_  
**Authorized Rep of the JV Partner: (Per attached Secretary's Certificate)**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Designation**

That furthermore, the parties agree to be bound jointly and severally under the said Joint Venture Agreement;

THAT Finally, failure on our part to enter into the Joint Venture and/or sign the Joint Venture Agreement for any reason after the Notice of Award has been issued by shall be a ground for non-issuance by PABAC of the Notice to Proceed, forfeiture of our bid security and such other administrative and/or civil liabilities as may be imposed by PABAC under the provisions of Republic Act (RA) No 9184 and its Revised Implementing Rules and Regulations (IRR) , without any liability on the part of PABAC.

This undertaking shall form an integral part of our Eligibility documents for the above-cited project.

IN WITNESS WHEREOF, the parties have signed this Protocol/Undertaking on the date first above-written.

*[JURAT]*

SUBSCRIBED AND SWORN TO BEFORE ME this \_\_\_\_\_day of \_\_\_\_\_at \_\_\_\_\_, Philippines. Affiant exhibited to me his/her competent Evidence of identity (as defined by the 2004 Rules on Notarial Practice \_\_\_\_\_ issued \_\_\_\_\_ at \_\_\_\_\_, Philippines.

Doc No: \_\_\_\_\_  
Page No: \_\_\_\_\_  
Book No: \_\_\_\_\_  
Series of: \_\_\_\_\_

NOTARY PUBLIC

**ANNEX D-1**

**Bidder's Company Letterhead**

**Procurement of 1 Lot at HPA Complex and Parade Ground Janitorial Services**

**PABAC Chairperson**

Office of the PA Bids and Awards Committee  
Fort Andres Bonifacio, Metro Manila

Subject: **Statement of Inapplicability of Joint Venture Agreement**

Dear PABAC Chairperson,

This is to inform you that *[insert name of supplier or bidder]* is not joining as a Joint Venture for this project, thus, the Joint Venture Agreement is not applicable.

Thank you and more power.

Truly Yours,

Name and Signature of Authorized Representative

**CERTIFIED CORRECT:**

---

Name and Signature of Authorized Representative

---

Position

---

Date



# **ANNEX E**

## **(NAME OF BANK)** **COMMITTED LINE OF CREDIT**

Date: \_\_\_\_\_

Philippine Army Bids and Awards Committee 1  
Fort Andres Bonifacio, Metro Manila

CONTRACT/PROJECT : \_\_\_\_\_  
COMPANY FIRM : \_\_\_\_\_  
ADDRESS : \_\_\_\_\_  
BANK/FINANCING INSTITUTION : \_\_\_\_\_  
ADDRESS : \_\_\_\_\_  
AMOUNT : \_\_\_\_\_

This is to certify that the above Bank/Financing Institution with Business address indicated above, commits to provide the (Supplier/Distributor/Manufacturer/Contractor), if awarded the above-mentioned Contract, a credit line in the amount specified above which shall be exclusively used to finance the performance of the above-mentioned contract subject to the terms, conditions and requirements.

The credit line shall be available within fifteen (15) calendar days after receipt by the Supplier/Distributor/Manufacturer/Contractor of the Notice of Award and such line of credit shall be maintained until issuance of the Certificate of Acceptance.

This Certification is being issued in favor of said (Supplier/Distributor/Manufacturer/Contractor) in connection with the bidding requirement of (Name of Procuring Entity) for the above-mentioned Contract. We are aware that any false statement issued by us make us liable for perjury.

This Committed line of credit cannot be terminated or cancelled without the prior written approval of the Philippine Army.

\_\_\_\_\_  
Name and Signature of Authorized Financing Institution Office

\_\_\_\_\_  
Official Designation

Concurred by:

\_\_\_\_\_  
Name and Signature of Supplier/Distributor/Manufacturer/Contractor authorized representative

\_\_\_\_\_  
Official Designation

SUBSCRIBED AND SWORN TO BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_, Philippines. Affiant exhibited to me his/her competent Evidence of identity (as defined by the 2004 Rules on Notarial Practice \_\_\_\_\_ issued \_\_\_\_\_ at \_\_\_\_\_, Philippines.

Doc No: \_\_\_\_\_  
Page No: \_\_\_\_\_  
Book No: \_\_\_\_\_  
Series of: \_\_\_\_\_

NOTARY PUBLIC

**Amount should be machine validated**

## **ANNEX F**

**REPUBLIC OF THE PHILIPPINES)**  
**CITY OF \_\_\_\_\_) S.S.**

### **BID SECURING DECLARATION FORM**

#### **Procurement of 1 Lot at HPA Complex and Parade Ground Janitorial Services**

<b>Lot</b>	<b>Description</b>	<b>Qty</b>	<b>ABC (Pesos)</b>
<b>1</b>	HPA Complex and Parade Ground Janitorial Service	1	Php 6,615,514.00

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

I/We<sup>2</sup>, 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.

---

<sup>2</sup> 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 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 issue]

Doc No: \_\_\_\_\_

Page No: \_\_\_\_\_

Book No: \_\_\_\_\_

Series of: \_\_\_\_\_

# **ANNEX G**

## **Bidder's Company Letterhead**

### **STATEMENT OF COMPLIANCE TO TECHNICAL SPECIFICATIONS, TEST AND ACCEPTANCE, SAMPLING PLANS, AQL, PACKAGING AND MARKINGS**

The bidder must state in the last column opposite each parameter and required specifications either "Comply" or "Not Comply". All pages shall be properly signed. 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-reference to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB Clause above goods manufactured by us.

### **CLARIFICATION AND SETTLEMENT OF CONFLICTING INTERPRETATION OF THE TECHNICAL SPECIFICATIONS**

All clarifications regarding the technical specifications stipulated in this section will be clarified by the members of the Technical Working Group. In cases of conflicting interpretations, the nature and purpose of the equipment will be the basis of interpretation. The main basis for technical specifications and requirements is the nature and purpose of the equipment and its intended use as determined by the doctrinal application of the end-users represented herein by the Technical Working Group.

---

Name of Company (in print)

---

Signature of Company Authorized Representative

---

Name and Designation

---

Date

# ANNEX G-1

## TECHNICAL BID FORM

### Bidder's Company Letterhead

#### **Procurement of 1 Lot at HPA Complex and Parade Ground Janitorial Services**

1. The Contractor shall provide, assign, and designate Twenty (21) janitors including a working supervising/Head Janitor to manage the cleaning and other maintenance operations on a daily basis, from Monday to Saturday including holidays for janitorial services and ground maintenance of HPA.
2. The contractor shall provide quality janitorial and maintenance services as indicated in the scope of work.
3. The contractor shall provide different kinds of janitorial materials and equipment needed in the maintenance of building and grounds and shall be responsible in ensuring that their equipment is serviceable at all times.
4. All janitors shall be properly screened, interviewed, tested and trained by the contractor. Janitors shall be required to obtain clearances from Barangay, Police, NBI and security clearance from G2, HHSG and the necessary medical certificates. Copies of which shall be submitted by the contractor to the client (HHSG) together with their Bio-data.
5. The contractor shall provide, at its expense, all cleaning materials, tools equipment, POL requirements (XCS) and supplies necessary in the performance of the service.
6. The contractor shall ensure that all its employees are paid of their salaries and allowances on time.
7. The contractor shall prepare *and submit maintenance log and performance.*

#### **TERMS OF REFERENCE**

1. The janitorial services shall cover the following area:
  - HPA building inclusive of ground hallways and common restrooms.
  - HPA reception area including OACPA building.
  - HPA parking bays and entrance/exit
  - HPA Grandstand, parade ground, parking areas and vicinity

2. Deployment of Personnel

(Work should start from 0600H to 1700H but should observe the eight-hour working time per person)

Building/Offices/Ground	Nr of Personnel	Hour of Duty per personnel 0600H-1700H
Hallway (ground floor)	2	8hrs per day
Hallway (2 <sup>nd</sup> floor)	2	8hrs per day
Restrooms (common/office)	2	8hrs per day
HPA bay (front)	2	8hrs per day
HPA entrance left & right wing and Parking Areas	2	8hrs per day
HPA Grandstand	2	8hrs per day
HPAG Parking	2	8hrs per day
Bataan Monument/Murals	2	8hrs per day
Jogging Lane	3	8hrs per day
HPA Parade Ground	2	8hrs per day

3. The contractor shall be equipped with heavy duty janitorial and maintenance equipment.

4. The contractor shall replace janitors who are on leave, absent or off duty otherwise corresponding deductions shall be made from the billing for delay.

5. The contractor shall ensure that all its janitors are wearing the proper uniform and identification tags during their tour of duty and shall maintain a neat and presentable appearance at all times.

6. The contractor shall detail a working/supervising janitor during their tour of duty to periodically examine and supervise the performance of services by the janitors.

7. The contractor shall store/deposit all cleaning materials, tools, equipment and supplies necessary in the performance of the service in the storage that will be provided by the HHSG.

CONFORME:

\_\_\_\_\_  
*Name & Signature of Authorized Representative*

\_\_\_\_\_  
*Position*

\_\_\_\_\_  
 Date

## ANNEX G-2

### TECHNICAL BID FORM

#### Bidder's Company Letterhead

#### Procurement of 1 Lot at HPA Complex and Parade Ground Janitorial Services

The following EQUIPMENT & TOOLS must be delivered within SEVEN (7) Calendar DAYS from the receipt by the Contractor of the Notice to Proceed (NTP)

NR	NOMENCLATURE	UNIT	QTY
1	Water Pail	20	Pcs
2	Extension Cord	180	Mars
3	Water Hose ¾ and ½	380 & 180	Mtr
4	Dust Pan (G1)	12	Pcs
5	Floor Polisher	4	Unit
6	Janitorial Cart	4	Unit
7	Rolling Waste Receptacles	12	Unit
8	Bolo	21	Pcs
9	Grass Sheer	6	Pcs
10	Glass Squeegee s/ Extension	6	Unit
11	Sprayer	4	Assy
12	Waste Segregation Receptacles	11	Unit
13	Sickle (Karit)	21	Pcs
14	Shovel	21	Pcs
15	Ladder (12&24ft (A Type)	2	Ea
16	Mop Squeezer with Bucket	6	Unit
17	Pruner	1	Unit
18	Blower (self-powered, Hvy Dy)	2	Unit
19	Bush Cutter	3	Unit
20	Lawn Mower Bagger Vacuum Pull Behind	1	Unit
21	Static Duster	21	Pcs
22	Motor Pump (1.3HP)	1	Unit
23	Vacuum Cleaner	2	Pcs
24	Pick mattock	12	Pcs
25	Water Hose Sprinkler	12	Pcs
26	Rake	6	Pcs
27	Grip Cutter	12	Pcs
28	Crowbar	12	Pcs

## B. SUPPLIES AND CLEANING MATERIALS

### 2. MONTHLY CONSUMABLES

The following Monthly Consumables in the following quantity must be delivered within ten (10) Calendar Days from receipt by the Contractor of the NTP and not later than the 5th day of each succeeding month.

NR	NOMENCLATURE	UNIT	QTY
1	Liquid Wax (Red/Green)	4/4	Gal
2	Liquid Wax (Natural Color)	4	Gal
3	Metal Polish Cleaner	6	Can
4	Furniture Polish (500ml)	6	Can
5	Air Freshener	22	Gal
6	Powder Soap	5	Bag
7	Deodorant Cake	12	Doz
8	Mop Head	12	Pcs
9	Glass Cleaner	6	Gal
10	Trash Bags (black/yellow)	45/45	Pcs
11	Cloth (Pranela)	12	Pck
12	Cleaner Powder	8	Bxs
13	Muriatic Acid	10	Gal
14	Zonrox	6	
15	Hand Pads	8	Doz
16	Tissue Paper	10	Bxs
17	Liquid Disinfectant	6	Gal
18	Round Rugs	8	Kg
19	Waterless Urinal Cube	24	Pcs
20	Hand Soap	6	Gal
21	Toilet bowl cleaner	10	Gal
22	Gasoline	150	Ltrs
23	Alcohol	4	Gal
24	Hand Towel	20	Pcs
25	Nylon Cord	6	kg

### 2. QUARTERLY CONSUMABLES

The following Quarterly Consumables in the following quantity must be delivered within ten (10) Calendar Days from the receipt by the Contractor of the NTP, and thereafter before the start of every quarter. Materials to be used are the following:

NR	NOMENCLATURE	UNIT	QTY
1	Scrubbing Pads	15	pcs
2	Stick Broom	10	pcs
3	Soft Broom	10	pcs
4	Polisher Brush 16x6	6	pcs
5	Toilet Pump	8	pcs
6	Bowl Brush	8	pcs
7	Mop Handle	21	pcs



8	Fertilizer	8	Scks
9	Insecticide	6	ltr
10	Flower bloomer	6	ltr
11	Hormex	12	ltr

C. Proof of compliance that its janitors were duly subjected to psychological, drug, alcohol or other related tests from government accredited testing centers within 10 calendar days from receipt of NTP.

CONFORME:

\_\_\_\_\_  
*Name & Signature of Authorized Representative*

\_\_\_\_\_  
*Position*

\_\_\_\_\_  
**Date**

# ANNEX G-3

## TECHNICAL BID FORM

### Bidder's Company Letterhead

Procurement of 1 Lot at HPA Complex and Parade Ground Janitorial Services

#### *Section VI. Schedule of Requirements*

<b>Lot</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Delivery Period</b>	<b>COMPLY/ NOT COMPLY</b>
1	HPA Complex and Parade Ground Janitorial Service	1	Php 6,615, 514.0 0	Within Seven (7) days upon receipt of NTP until 31 December 2021	

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

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Name of Company (in print)

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Signature of Company Authorized Representative

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Name and Designation

---

Date

## ANNEX H

REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

### AFFIDAVIT

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

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

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

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

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

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

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

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

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

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

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

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

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

7. [Name of Bidder] complies with existing labor laws and standards; and
8. [Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder:
  - a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

\_\_\_\_\_  
Bidder's Representative/Authorized Signatory

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

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

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_ [date issued], [place issued]

IBP No. \_\_\_\_ [date issued], [place issued]

Doc No: \_\_\_\_\_

Page No: \_\_\_\_\_

Book No: \_\_\_\_\_

Series of: \_\_\_\_\_

# **ANNEX I**

**(Bidder's Company Letterhead)**

## **WARRANTY UNDERTAKING**

### **Procurement of 1 Lot at HPA Complex and Parade Ground Janitorial Services**

I/We, (Name) \_\_\_\_\_, (Title/Capacity) \_\_\_\_\_, the duly authorized representative of (Company/Bidder) \_\_\_\_\_, hereby commits that should we be awarded the contract, we will issue a Warranty Certificate in favor of the Philippine Army (PA) valid for at least one (1) year from date of final acceptance.

This Undertaking shall form part of the Technical Requirements for the aforesaid procurement project

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Name & Designation

\_\_\_\_\_  
Date

# **ANNEX J**

(Bidder's Company Letterhead)

## **Procurement of 1 Lot at HPA Complex and Parade Ground Janitorial Services**

### **FINANCIAL BID FORM**

Description	Qty	ABC Price		Bidder's Proposal	
		U/P	Total Price	U/P	Total Price
<b>TOTAL BID PRICE</b>					
<b>Total Bid Price (Amount in Words):</b>					
<b>BIDDER'S UNDERTAKING</b>					
I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby OFFER to (supply/deliver/perform) the above-described items.					
I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of Notice of Award.					
Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.					

Note: If the particular column is not applicable indicate N/A.

\_\_\_\_\_  
Name of Company (in print)

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Name & Designation (in print)

\_\_\_\_\_  
Date

# ANNEX K

(Bidder's Company Letterhead)

## Procurement of 1 Lot at HPA Complex and Parade Ground Janitorial Services

### For Goods Offered from Abroad

Name of Bidder \_\_\_\_\_ . Invitation to Bid Number \_\_\_\_ . Page \_\_\_\_ of \_\_\_\_\_ .

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Qty	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered at Place (DAP)	Unit price Delivered Duty Paid (DDP)	Total Price -(if DAP col 4X7) -(If DDP col 4X8)

Note: If the particular column is not applicable indicate **dash (-) or zero (0)**, as applicable.

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_



(Bidder's Company Letterhead)

**Procurement of 1 Lot at HPA Complex and Parade Ground Janitorial Services**

**For Goods Offered From Within the Philippines**

Name of Bidder \_\_\_\_\_ . Invitation to Bid Number \_\_. 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)

Note: If the particular column is not applicable indicate **dash (-)** or **zero (0)**, as applicable.

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

