



Republic of the Philippines
Supreme Court
Manila

**BIDS AND AWARDS COMMITTEE
FOR GOODS AND SERVICES
(SC-BAC-GS)**

BIDDING DOCUMENTS

*Procurement of Janitorial and
Sanitation Services for the Supreme
Court for Two (2) Years*



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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

1. The **Supreme Court**, through the General Appropriations Act on the year the expenses shall be incurred, intends to apply the sum of **Nineteen Million Eight Hundred Nine Thousand Four Pesos & 80/100 (₱19,809,004.80)**, being the Approved Budget for the Contract (ABC) to payments under the contract for the ***Procurement of Janitorial and Sanitation Services for the Supreme Court for Two (2) Years – ITB No. 2022-01***. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Supreme Court** now invites bids for the above Procurement Project. Delivery of the Goods is required and must be in accordance with Section VI. Schedule of Requirements of the Bidding Documents. Bidders should have completed, within **five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from SC-BAC-GS Secretariat and inspect the Bidding Documents at the address given below during office hours from Mondays to Fridays at 9:00 AM to 4:00 PM.
5. A complete set of Bidding Documents may be acquired by interested Bidders starting **March 21, 2022 (Monday)** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Thirteen Thousand Five Hundred Pesos (₱13,500.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.
6. The Supreme Court will hold a Pre-Bid Conference on **March 29, 2022 (Tuesday), 1:00 p.m.**, within its premises and/or through video conferencing or webcasting via **Microsoft Teams**, which shall be open to prospective bidders. Prospective bidders are advised to send a **letter of intent** containing the names and email addresses of interested participants on or before **March 29, 2022 (Tuesday), 10:00 a.m.** Kindly coordinate with the SC-BAC-GS Secretariat prior to said date for further details and instructions.



7. Bids must be duly received by the SC-BAC-GS Secretariat through manual submission at the office address indicated below on or before **April 12, 2022 (Tuesday), 10:00 a.m.** Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **April 12, 2022 (Tuesday), 1:00 p.m.** at the given address below and/or via **Microsoft Teams**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity, via video-conferencing.
10. The **Supreme Court** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

Bids and Awards Committee for Goods and Services (SC-BAC-GS) Secretariat
Office of Assistant Court Administrator Lilian C. Barribal-Co
3rd Floor, Supreme Court Old Building, Taft Ave., Manila.
e-mail address: bacgs.sc@judiciary.gov.ph; scbacgs2010@gmail.com
Telephone No. (02) 8536-9233
12. For downloading of Bidding Documents, you may visit:
<https://sc.judiciary.gov.ph/bids-and-awards/>

March 21, 2022

Sgd.
LILIAN C. BARRIBAL-CO
Assistant Court Administrator
and Chairperson, SC-BAC-GS



Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Supreme Court of the Philippines, wishes to receive Bids for the Procurement of Janitorial and Sanitation Services for the Supreme Court for Two (2) Years, with identification number ITB No. 2022-01.

The Procurement Project (referred to herein as “Project”) is composed of two (2) lots, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below in the amount of Nineteen Million Eight Hundred Nine Thousand Four Pesos & 80/100 (₱19,809,004.80).
- 2.2. The source of funding is the amount allotted for General Services, under the General Appropriations Act on the year the expenses will be incurred, per CAF No. 2022-07/PPC dated February 7, 2022.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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



- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.
- The Procuring Entity has prescribed that subcontracting is not allowed.
- 7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. *[If subcontracting is allowed during the contract implementation stage:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing / webcasting} as indicated in paragraph 6 of the **IB**.



9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

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

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);



- ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *one hundred twenty (120) calendar days from the 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 **IB**.

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case 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 (1) project having several items grouped into several lots, which shall be awarded as separate contracts per lot.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.



20. Post-Qualification

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

21. Signing of the Contract

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



Section III. Bid Data Sheet

ITB Clause													
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. janitorial and sanitation services</p> <p>b. completed within five (5) years prior to the deadline for the submission and receipt of bids.</p>												
7.1	<p>Subcontracting is not allowed.</p>												
10	<p>Instructions regarding indexing of Eligibility and Technical Components:</p> <p>The bidding shall make use of the two-envelope system; i.e., the first envelope for the Technical Component and the second envelope for the Financial Component of the bid.</p> <p>The first envelope (Technical Component) shall contain the eligibility and technical documents. The bidder shall submit the documents provided in Section VIII (Checklist of Technical and Financial Documents) that must be indexed as follows:</p> <table><tr><td colspan="2">ENVELOPE NO. 1 TECHNICAL COMPONENT</td></tr><tr><td></td><td>CLASS “A” DOCUMENTS</td></tr><tr><td>INDEX TABS</td><td>LEGAL DOCUMENTS</td></tr><tr><td>I-1</td><td>Valid PhilGEPS Certificate of Platinum Registration and Membership (all pages) in accordance with Section 8.5.2. of the 2016 Revised IRR of RA No. 9184 (per GPPB Resolution No. 15-2021 dated 14 October 2021).</td></tr><tr><td></td><td>TECHNICAL DOCUMENTS</td></tr><tr><td>I-2</td><td><p>Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid.</p><p>The statement shall be supported by the following documents:</p><p>1. Copies of the Contracts; and</p></td></tr></table>	ENVELOPE NO. 1 TECHNICAL COMPONENT			CLASS “A” DOCUMENTS	INDEX TABS	LEGAL DOCUMENTS	I-1	Valid PhilGEPS Certificate of Platinum Registration and Membership (all pages) in accordance with Section 8.5.2. of the 2016 Revised IRR of RA No. 9184 (per GPPB Resolution No. 15-2021 dated 14 October 2021).		TECHNICAL DOCUMENTS	I-2	<p>Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid.</p> <p>The statement shall be supported by the following documents:</p> <p>1. Copies of the Contracts; and</p>
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		<p>(If there is no contract, the purchase order (P.O.) may be submitted as long as the terms and conditions are included therein.)</p> <p>2. Copies of the Notice of Award (NOA) or Notice to Proceed (NTP) (For private contracts, NOA or NTP shall not be required.)</p> <p><i>(See sample Form VIII-A in Section VIII)</i></p>
	I-3	<p>Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within five (5) years prior to the date of bid submission. The SLCC must be at least fifty percent (50%) of the approved budget for the contract (ABC) or ₱9,904,502.40.</p> <p><u>Supporting Document/s:</u></p> <p>The statement shall be supported by a copy/(ies) of the End-User's Acceptance or Official Receipt/(s) Issued for the Contract/(s)therein.)</p> <p><i>(See sample Form VIII-B in Section VIII)</i></p>
	I-4	<p>Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;</p> <p>or</p> <p>Original copy of Notarized Bid Securing Declaration (<i>use Form VIII-C in Section VIII</i>)</p>
	I-5	<p>Conformity with the Schedule of Requirements <i>(Accomplish/use form in Section VI)</i></p>
	I-6	<p>Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable (<i>use (Accomplish/use form in Section VII)</i>)</p>
	I-6-a, I-6-b, I-6-c, etc.	<p>Corresponding to each set of supporting documents in relation to the Bidder's conformity with the technical specifications as enumerated and specified in Sections VI and VII, if any.</p>
	I-7	<p>Original duly signed Omnibus Sworn Statement (OSS) <i>(use Form VIII-D in Section VIII)</i>;</p>



		<p><i>Note: The Omnibus Sworn Statement needs to be submitted under oath. The Community Tax Certificate is no longer considered competent evidence of identity. In accordance with a Resolution of the Supreme Court, the phrase “competent evidence of identity” refers to the identification of an individual based on any of the following:</i></p> <p><i>“at least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver’s license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter’s ID, Barangay Certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman’s book, alien certificate of registration/immigrant certificate of registration, government office ID, National Council for the Welfare of the Disabled Persons (NCWDP) certification; xxx”</i></p> <p>and if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder</p>
	I-8	<p>Company profile which shall include information on the number of years in the business and the list of its officers.</p> <p>Names, addresses and location sketches of main office and branch office/s if any, and warehouse and service facilities with their respective telephone numbers including photo showing the company's business name.</p>
	I-9	Authority of the representative / signatory.
	I-10	<p>Bidder’s statement under oath of three (3) present clients which shall include the following information:</p> <ol style="list-style-type: none">1. Name of the client;2. Address and telephone number;



		<ol style="list-style-type: none">3. Amount of the contract;4. Date of award;5. Contract duration; and6. Name of contact person, lead man/supervisor. <p>The list should be supported by a certification issued by the three (3) present clients as to their satisfactory performance, as of February 28, 2022.</p>
	I-11	Certified true copy of the payrolls/payroll register for the last three (3) months for the company's three (3) present clients as indicated in Tab I-10, as of February 28, 2022.
	I-12	Submission of SSS, PhilHealth, Pag-Ibig membership including receipts of remittances, for the last three (3) months, as of February 28, 2022.
	I-13	Statement under oath that there has been no final and executory judgment against the bidder in a labor case and list of all pending labor, civil, administrative, or criminal cases filed by or against the owner of the agency, if any, in the National Capital Region.
	I-14	<p>Certified copy of the company's Manual of Operations which should include, among others, the following:</p> <ol style="list-style-type: none">1. Company's organization and management;2. Policies on hiring;3. Staffing pattern and job description as well as qualification requirements;4. Compensation;5. Employees' benefits and privileges;6. Standard operating procedures in the performance of the janitors' duties and responsibilities;7. Administrative sanctions.
	I-15	An undertaking under oath that the janitors will be paid the wages and allowances not lower than the minimum amount prescribed by the Regional Wage Board of DOLE and all subsequent wage increases mandated by law.
	I-16	An undertaking under oath that the regulations concerning the compulsory and immediate remittance of SSS, Philhealth, Pag-Ibig, State Insurance fund contributions and withholding taxes to the BIR will be strictly complied with indicating therein whether the remittance would be on a monthly, quarterly or semi-annual basis.
	I-17	Certificate of deposit as of February 28, 2022 by authorized bank officials.



		FINANCIAL DOCUMENTS
	I-18	<p>The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC);</p> <p>NFCC = [(Current Assets minus Current Liabilities) x 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.</p> <p>The values of the bidder’s current assets and current liabilities shall be based on the data submitted to the Bureau of Internal Revenue (BIR), through its Electronic Filing and Payment System (EFPS).</p> <p>(The NFCC shall be based on the 2020 Audited Financial Statement. Bidders shall attach the Audited Financial Statement to the NFCC Computation.)</p> <p><u>or</u></p> <p>A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation</p>
		Class “B” Document
	I-19	<p>If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;</p> <p><u>or</u></p> <p>duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.</p>
11	<p>Instructions regarding indexing of financial documents:</p> <p>The second envelope shall contain documents comprising the financial component of the bid indexed as follows:</p>	



		INDEX TABS	FINANCIAL DOCUMENTS	
		II-1	Original of duly signed and accomplished Financial Bid Form (<i>see Form VIII-E in Section VIII</i>).	
		II-2	Original of duly signed and accomplished Bid Price Schedule (s) (<i>original Form VIII-F found in Section VIII must be submitted, no recopying or retyping shall be allowed</i>)	
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than ₱396,180.10 <i>[two percent (2%) of ABC]</i> , if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than ₱990,450.24 <i>[five percent (5%) of ABC]</i> if bid security is in Surety Bond.			
15	Instructions re: Sealing and Marking of bids: Each bidder shall submit three (3) copies of the technical and financial components of its bid: one (1) certified true copy of the original documents and two (2) photocopies thereof . The bidders shall enclose the technical components (eligibility and technical documents) in one sealed envelope and the financial component in another sealed envelope with the following markings on each of the two envelopes:			



17	<p>Bid opening shall be conducted at <u>1:00 p.m.</u> on <u>April 12, 2022 (Tuesday)</u> within the Supreme Court, Taft Avenue, City of Manila. The following are the rules to be observed:</p> <ol style="list-style-type: none">Pursuant to the Supreme Court Workplace Protocol, prospective bidders submitting their respective bids shall be invited to attend the opening of bids via video conferencing thru Microsoft Teams application.Only one (1) e-mail address is required and shall be submitted by the prospective bidder. Only the declared e-mail address shall be allowed access to the video conference.The access link for the video conference will be sent to the declared e-mail address. <p>The bidders shall be notified and invited by the Secretariat on the day of the opening of the bids via videoconferencing thru the declared e-mail address.</p> <p>The Opening of the Bids shall be conducted via video-conferencing and actual face to face meeting. Named members of the SC-BAC-GS shall be physically present during the opening of the bids to physically assess and evaluate the bids submission of the bidders while the bidders as well as the other members of the SC-BAC-GS shall be in attendance through video-conferencing to ensure transparency of the proceedings.</p>
19.3	One (1) Lot - <i>Procurement of Janitorial and Sanitation Services for the Supreme Court for Two (2) Years</i>
20.2	<p>For purposes of post-qualification, the Procuring Entity requires the Bidder with the Lowest Calculated Bid (LCB) to submit the following documentary requirements within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice the SC-BAC-GS that it submitted the LCB:</p> <ol style="list-style-type: none">The latest income tax returns and business tax returns filed and paid through the BIR Electronic Filing and Payment System (EFPS): Note: The latest income and business tax returns are those within the last six (6) months preceding the date of bid submission.Valid and subsisting Platinum Certificate of PhilGEPS Registration with Annex “A” documentsOther appropriate licenses and permits required by law.



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

4. Inspection and Tests

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



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

5. Warranty

- 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

GCC Clause	
1	<p>Refer to Section VI. Schedule of Requirements, Section VII. Technical Specifications (Terms of Reference) and other provisions if any to be determined by the Proponent.</p> <p>The Supplier is required to provide all the goods and services as specified in Section VI. Schedule of Requirements and Section VII. Technical Specifications (Terms of Reference).</p> <p>Claims for differentials as a result of relevant wage orders shall be filed within a year from the effectivity of the wage orders.</p>
2.2	<p>Refer to Section VII. Technical Specifications (Terms of Reference)</p>
4	<p>The inspections and tests that will be conducted are to be determined by the Office of Administrative Services, Supreme Court.</p>
5	<p>No further instructions.</p>
6	<p>No further instructions.</p>



Section VI. Schedule of Requirements

*This form itself must be submitted.
Recopying is not allowed and may be a ground for disqualification.*

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

A. MANPOWER AND WORKING HOURS

1. Thirty-Four (34) Janitorial Personnel with one (1) Supervisor for all the janitors to be assigned to the Supreme Court.
2. Janitors shall render eight (8) hours of work every day, six (6) days a week from Monday to Saturday, except during legal and special public non-working holidays, provided that the Service Provider personnel may be required to perform services in certain areas, such as lobbies, VIP entrances, outside premises and other areas during holidays as the need arises. The Court, through the Chief Administrative Officer, Supreme Court, shall prescribe the time and schedule of work to be followed by the Service Provider.

B. SUPPLIES AND MATERIAL REQUIREMENTS

The Service Provider shall conduct an ocular inspection of each office and make an assessment of each floor area and determine the approximate quantity per office/area of needed supplies necessary in order to carry out janitorial services required by the Supreme Court. Also, the Service Provider shall provide the following minimum supplies to be utilized by the janitors in performing their tasks.

	SUPPLIES (FOR 2-YEARS)	QTY./UNIT / MEASUREMENT
1	Air Freshener (320ml/can)	360 Cans
2	Air Freshener (liquid)	360 Gallons
3	Carpet Shampoo	240 Gallons
4	Carpet Stain Remover	240 Gallons
5	Deodorant Cake (50 grams)	3,600 Pieces
6	Disinfectant	360 Gallons
7	Door Mat (Oval)	120 Pieces
8	Dust Pan (Plastic)	72 Pieces



9	Polishing Pad (White)	120 Pieces
10	Furniture Polish (330ml/can)	360 Cans
11	Glass Cleaner	5 Gallons
12	Gloves (Rubber)	240 Pieces
13	Gloves (Cotton)	240 Pieces
14	Push Brush	120 Pieces
15	Liquid Sealer Wax	360 Gallons
16	Metal Polish (150ml/can)	120 Cans
17	Mop Handle	360 Pieces
18	Mop Heads	480 Pieces
19	Flannel Cloth	600 Yards
20	Powder Soap	480 Kilos
21	Round Rags (White)	360 Kilos
22	Scrub Sponge	1,440 Pieces
23	Soft Broom (Wood)	240 Pieces
24	Spray Gun	240 Pieces
25	Steel Wool	480 Pieces
26	Toilet Brush	240 Pieces
27	Toilet Bowl Cleaner (TBC)	360 Gallons
28	Trash Bag (Small)	13,200 Pieces
29	Trash Bag, Large (Clear)	20,400 Pieces
30	Trash Bag, Large (Black)	6,000 Pieces
31	Trash Bag, Large (Clear XXL)	40,800 Pieces
32	Walis Tingting	240 Pieces
33	Wax Stripper	120 Gallons
34	Bleach	360 Gallons
35	Liquid Soap	360 Gallons
36	Scrubbing Pad (Green)	120 Pieces
37	Finishing Pad (Red)	120 Pieces



38	Floor Polishing Liquid Concentrate	24 Gallons
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C. TOOLS AND EQUIPMENT REQUIREMENTS

The Service Provider shall conduct an ocular inspection of each office and make an assessment of each floor area and determine the approximate quantity per office/area of needed tools or equipment necessary in order to carry out janitorial services required by the Supreme Court. Also, the Service Provider must have in possession the required tools and equipment to be utilized by the janitors in performing their tasks but not limited to the recommended list as provided hereunder.

	EQUIPMENT (NEW)	QTY./UNIT / MEASUREMENT
1	Aluminum Ladder (10 feet)	2 Units
2	Basting Belt	40 Pieces
3	Floor Polisher (heavy duty)	10 Units
4	Floor Polisher (small, size 10 inches)	1 Unit
5	Garbage Carrier	6 Units
6	Glass Wiper (size 6 inches & 12 inches w/ handle)	5 Pieces
7	Grass Cutter (scissor-type, heavy duty)	2 Pieces
8	Hose (small and rubberized, two sets)	1,000 meters / per set
9	Hose Connector	4 Pieces
10	Hose Nozzle	4 Pieces
11	Mop Squeezer (hard plastic)	7 Units
12	"Piko" (Pick)	2 Pieces
13	Prunning Shears (Garden Scissor)	4 Pieces
14	Push Cart Platform, heavy duty	2 Units
15	Rake	2 Pieces
16	Shovel	2 Pieces
17	Spatula	34 Pieces
18	Trolley (kartilya), heavy duty	2 Units
19	Vacuum Cleaner (big and heavy duty)	5 Units



20	Wheel Barrow	2 Units
21	Rain Coat	7 Pieces
22	Boots (bota)	7 Pairs
23	Extension Cord (10 meters each)	4 Pieces
24	Pail (balde), medium size	6 Pieces
25	Dust Mop (for SC Gym), size 4 ft.	2 Pieces Handle/ 4 Pieces Mop Head
26	Electric Pressure Washer, 1 Horsepower (portable)	2 units

D. OTHER REQUIREMENTS

1. Personnel

- a. The Service Provider shall submit to the Court, through the OAS-SC for approval, the list of janitorial personnel who will perform the services required as well as their respective working hours and work assignments.
- b. All personnel to be assigned to the Court shall be physically fit, courteous, of good moral character, honest, reliable, competent and cooperative. The Court, however, reserves the right to demand the immediate replacement of any worker assigned by the Service Provider to the job who, in the opinion of the Court, is wanting in job competence, behavior, courtesy, attitude, honesty and integrity or whose conduct is unsatisfactory or will be prejudicial to the interest of strict discipline and good order among the Court's employees;
- c. The Service Provider's janitorial personnel shall at all times be in proper and clean uniform provided by the Service Provider. For easy identification, they shall wear an ID tag and adopt only one (1) type of uniform and color scheme;
- d. The Service Provider's janitorial personnel shall be allowed access to the Court premises only during their respective scheduled working hours as approved by the Court and shall confine themselves to their respective assigned areas of work;



- e. The Service Provider agrees to submit itself, its representatives and all its janitorial personnel under it to security and safety regulations of the Court; and
- f. The Service Provider shall duly advise the Court within a reasonable time of the cause of the removal or separation from the service in the Court of any of its janitorial personnel.

2. Other services required outside the daily, weekly and monthly operations stated as Scope of Work in the Terms of Reference found in Section VII. Technical Specifications

- a. When needed, providing extra personnel or extending authorized tour of duty or personnel for Supreme Court anniversaries, Christmas and other special occasions and in cases of emergencies and/or natural calamities necessitating relief operations;
- b. Messengerial services within the Supreme Court premises;
- c. Provisions for the supply and use of High Pressure Washer for inside and outside cleaning within the Supreme Court's building complexes, when and if necessary; and
- d. Performing other related services that may be required by the Court.

E. CONTRACT MANAGEMENT/IMPLEMENTATION

- 1. All janitorial work shall be coordinated with the Chief Administrative Officer-SC. Janitorial service and functions required by the Supreme Court's end-user shall be cleared with the Chief Administrative Officer-SC especially when it entails modification which are not included in the Schedule of Requirements and Technical Specifications (Terms of Reference).
- 2. In consideration of the services rendered by the Service Provider, the Court undertakes to pay to the Service Provider for Thirty Four (34) janitorial personnel per month every 15th and/or 30th of the month after presentation to the Chief Administrative Officer-SC of the statement of account.

The statement of account shall be accompanied by:

- a. The janitors' daily time records duly certified by the supervisor of the Service Provider assigned to the Court. A Daily Time Record Summary Report shall be submitted covering the following:



- a. Name of the janitors;
- b. Actual Number of hours in a day/shift rendered;
- c. Number of days rendered for the period;
- d. In case of absences of the janitor, name of relievers and number of hours in a day/shift rendered; and,
- e. Signature of the janitors

A Certification of the authorized Service Provider manager attesting to item numbers 1 to 5 should accompany the said Summary Report;

- b. A copy of the pay slip and a copy of the fully accomplished payroll both signed by the head of the Service Provider as attestation to the fact that the amount received by the janitor correspond to the amount appearing on the payroll. The payroll shall indicate the number of days rendered, rate per day, gross amounts for the period, the deductions and the net amounts received by the janitors. The signatures of the janitors appearing therein must tally with the signatures of said janitors as appearing in the Daily Time Records;

In case of salary payments made through the Automated Teller Machine (ATM), the Service Provider shall attach to the statement of account a duplicate copy of the Bank's Certificate, with the signature of the appropriate bank officer, showing confirmation that the amount debited was against the Service Provider's account and thereafter credited to the accounts stated therein;

- c. A notarized certification from the authorized Service Provider's Manager that the janitorial personnel have been paid their correct wages and benefits for the period claimed in accordance with relevant wage orders and mandatory benefits;

The Statement of Account will be forwarded to the Fiscal Management and Budget Office (FMBO) only after the Chief Administrative Officer-SC or his/her authorized representative has certified to the services rendered;

3. The Service Provider must have sufficient funds to cover payment of salaries and other allowances of its personnel for at least three (3) months;
4. The Court shall pay claims for differentials as a result of relevant Wage Orders. Claims shall be filed within a year from the affectivity of the Wage Orders and must be accompanied by:



- a. A notarized certification signed by the authorized Service Provider manager that the same has been paid to the janitors; and,
- b. A copy of the duly accomplished payroll evidencing payment of the same;

The Service Provider must implement the applicable Wage Orders within three (3) months from the effectivity thereof;

5. The Court reserves the right to verify the actual wages being paid to the janitors. Any complaint by a janitor regarding the amount of wages received including, but not limited to, underpayment of salaries, time differentials, allowances, over deduction and/or non-remittance of legally mandated deductions (e.g. BIR, SSS, PHILHEALTH, PAG-IBIG) shall be dealt with summarily and shall be a ground or termination of this contract;
6. The Service Provider shall submit to the Court every quarter, proof of remittance of said BIR, SSS, PHILHEALTH and PAG-IBIG deductions of their personnel, which proof shall be included in the corresponding Service Provider's share remitted as employer. Proof of said remittance shall be attached to the statement of account for the 1st fifteen (15) days after each quarter, i.e., April 1 to 15, July 1 to 15 and October 1 to 15. Remittance for the 4th quarter shall be attached to the statement of account for the period December 16 to 31; and,
7. The Service Provider shall pay the following due to its personnel of the Government under this contract:
 - a. Wages, salaries, allowances, wage adjustments and any other remuneration required by law;
 - b. Social Security premiums and insurance required by law;
 - c. Uniform, IDs and related expenses; and,
 - d. Government licensing charges and taxes;

I hereby certify to comply and deliver all the above requirements:

Name of Company/Bidder

**Signature over Printed Name of
Representative**

Date



Section VII. Technical Specifications

TERMS OF REFERENCE JANITORIAL AND SANITATION SERVICES FOR THE SUPREME COURT

OBJECTIVE:

To be able to provide janitorial, sanitation and related services in the buildings of the Supreme Court at Padre Faura Street and Taft Avenue, Manila, namely, the New Main Building, New Annex Building, Printing Building, Old Multi-Purpose Building, SC-CA Multi-Purpose Building, Old Main Building, Old Annex Building, Records Building, and Centennial Building. It is understood that the Session Halls, Conference Rooms, Offices and other areas and properties to be serviced shall include, but not limited to, common areas of the buildings, such as comfort rooms and wash rooms, corridors, lighting and other fixtures, equipment and front and backyard, including covered walks, pavements and landscaped gardens.

I. SCOPE OF WORK AND DELIVERABLES:

A. DAILY ROUTINE OPERATIONS

1. Sweeping, mopping, spot-scrubbing and polishing of all floors, stairways and elevators, provided that areas where heavy traffic occurs, i.e., the main lobbies, entrance ways and waiting areas, shall be serviced continuously during office hours to guarantee cleanliness;
2. Cleaning and sanitizing of toilets and wash rooms hourly, which include the use of disinfectants in the wash basins, urinals and toilet bowls;
3. Dusting and cleaning of horizontal and vertical surfaces;
4. Dusting and cleaning of all inside and outside windows, window ledges, air vents and partitions, furniture and fixtures;
5. Cleaning and polishing of handrails, brass signs and trims;
6. Reporting immediately to the Maintenance Division, Office of Administrative Services (OAS-SC), any malfunctioning toilet bowl, urinal,



wash basin, plumbing and lighting fixtures and damaged furniture in all floors of the buildings;

7. Cleaning of trash receptacles;
8. Vacuum cleaning of rugs and carpets;
9. Disposal of trash, rubbish and garbage from the buildings to the receptacles provided for the purpose;
10. Sweeping of driveways, parking areas, walkways, roads, sidewalks and landscaped gardens and disposal of all dry leaves and other rubbish swept from the areas;
11. Watering of plants in landscaped garden plants nurseries and flower pots;
12. Trimming of plants to preserve the desired contours and spraying of insecticides/pesticides;
13. Carrying and hauling of furniture and fixtures, supplies and/or records.

B. WEEKLY OPERATIONS

1. Washing, scrubbing, waxing and polishing of all floors;
2. Washing of inside and outside glass windows and doors;
3. Dusting of lighting fixtures suspended from the ceiling and those attached to walls;
4. Cleaning, washing and polishing of office furniture and fixtures, counters and other similar items but not equipment or items that require specialized maintenance;
5. Thorough scrubbing and sanitizing of toilets, urinals, wash basins, comfort rooms and wash rooms;
6. Washing and scrubbing of driveways, parking areas and walkways; and
7. Replanting plants with application of fertilizers when necessary.



C. MONTHLY OPERATIONS

- 1. Thorough cleaning of all areas covered;
- 2. Inspection and cleaning of all gutters including reporting to the Maintenance Division, OAS-SC any damaged gutter for immediate repair;
- 3. Cleaning of ceilings, light diffusers, lamps, air conditioning outlets, venetian blinds, roller screens and other similar fixtures;
- 4. Waxing and polishing of wood furniture, rails, trims and similar items;
- 5. Waxing and polishing of floor marble walls; and
- 6. Replacement of indoor plants when necessary, with plants to be furnished by the Supreme Court.

D. OTHERS

- 1. When needed, providing extra personnel or extending authorized tour of duty or personnel for Supreme Court anniversaries, Christmas and other special occasions and in cases of emergencies and/or natural calamities necessitating relief operations;
- 2. Messengerial services within the Supreme Court premises;
- 3. Provisions for the supply and use of High Pressure Washer for inside and outside cleaning within the Supreme Court’s building complexes, when and if necessary; and
- 4. Performing other related services that may be required by the Court.

II. JANITORIAL EQUIPMENT AND SUPPLIES

	A. EQUIPMENT (NEW)	QTY./UNIT / MEASUREMENT
1	Aluminum Ladder (10 feet)	2 Units
2	Basting Belt	40 Pieces



3	Floor Polisher (heavy duty)	10 Units
4	Floor Polisher (small, size 10 inches)	1 Unit
5	Garbage Carrier	4 Units
6	Glass Wiper (size 6 inches & 12 inches w/ handle)	5 Pieces
7	Grass Cutter (scissor-type, heavy duty)	2 Pieces
8	Hose (small and rubberized, two sets)	1,000 meters / per set
9	Hose Connector	4 Pieces
10	Hose Nozzle	4 Pieces
11	Mop Squeezer (hard plastic)	7 Units
12	Prunning Shears (Garden Scissor)	4 Pieces
13	Push Cart Platform, heavy duty	2 Units
14	Shovel	2 Pieces
15	Spatula	34 Pieces
16	Trolley (kartilya), heavy duty	2 Units
17	Vacuum Cleaner (big and heavy duty)	4 Units: (3 Big Units / 1 Small Unit)
18	Rain Coat	7 Pieces
19	Boots (bota)	7 Pairs
20	Extension Cord (10 meters each)	4 Pieces
21	Dust Mop (for SC Gym), size 4 ft.	2 Pieces Handle / 4 Pieces Mop Head
22	Electric Pressure Washer, 1 Horsepower (portable)	2 units
23	Caution Signage	10 units
24	Karet	2 units
25	Itak	2 units

	B. SUPPLIES (FOR 2-YEARS)	QTY./UNIT / MEASUREMENT
1	Air Freshener <i>320ml/can</i>	<i>360 Cans</i>
2	Air Freshener (<i>liquid</i>)	<i>360 Gallons</i>



3	Carpet Shampoo	120 Gallons
4	Carpet Stain Remover	120 Gallons
5	Deodorant Cake 50 grams	4,800 Pieces
6	Disinfectant	360 Gallons
7	Door Mat (Oval)	120 Pieces
8	Dust Pan (Plastic)	72 Pieces
9	Polishing Pad (White)	60 Pieces
10	Furniture Polish 330ml/can	360 Cans
11	Glass Cleaner	5 Gallons
12	Gloves (Rubber)	240 Pieces
13	Gloves (Cotton)	240 Pieces
14	Push Brush	120 Pieces
15	Liquid Sealer Wax	240 Gallons
16	Metal Polish 150 ml/can	120 Cans
17	Mop Handle	360 Pieces
18	Mop Heads	480 Pieces
19	Flannel Cloth	720 Yards
20	Powder Soap	480 Kilos
21	Round Rags (White)	480 Kilos with colors
22	Scrub Sponge	1,440 Pieces
23	Soft Broom (Wood)	240 Pieces
24	Spray Gun	240 Pieces
25	Steel Wool	480 Pieces
26	Toilet Brush	240 Pieces
27	Toilet Bowl Cleaner (TBC)	360 Gallons
28	Trash Bag (Small)	13,200 Pieces
29	Trash Bag, Large (Clear)	36,000 Pieces
30	Trash Bag, Large (Clear XXL)	40,800 Pieces
31	Walis Tingting	240 Pieces



32	Wax Stripper	120 Gallons
33	Bleach	480 Gallons
34	Liquid Soap	480 Gallons
35	Scrubbing Pad (Green)	60 Pieces
36	Finishing Pad (Red)	60 Pieces
37	Floor Polishing Liquid Concentrate	24 Gallons
38	Ceiling Broom (Agiw)	4 Pieces
39	Hanging Screen Pots	240 Pieces

III. WORKING HOURS

1. The Service Provider shall render services of eight (8) hours a day, six (6) days a week from Monday to Saturday;
2. The Court, through the Chief Administrative Officer, SC shall prescribe the time and the schedule of work to be followed by the Service Provider;
3. No work shall be rendered during legal and special public non-working holidays, provided that some Service Provider personnel may be required to perform services in certain areas, such as lobbies, VIP entrances, outside premises and other areas during holidays as the need arises.

IV. PERSONNEL

1. The Service Provider shall submit to the Court, through the OAS-SC for approval, the list of janitorial personnel who will perform the services required as well as their respective working hours and work assignments.
2. All personnel to be assigned to the Court shall be physically fit, courteous, of good moral character, honest, reliable, competent and cooperative. The Court, however, reserves the right to demand the immediate replacement of any worker assigned by the Service Provider to the job who, in the opinion of the Court, is wanting in job competence, behavior, courtesy, attitude, honesty and integrity or whose conduct is unsatisfactory or will be prejudicial to the interest of strict discipline and good order among the Court's employees;



3. The Service Provider's janitorial personnel shall at all times be in proper and clean uniform provided by the Service Provider. For easy identification, they shall wear an ID tag and adopt only one (1) type of uniform and color scheme;
4. The Service Provider's janitorial personnel shall be allowed access to the Court premises only during their respective scheduled working hours as approved by the Court and shall confine themselves to their respective assigned areas of work;
5. The Service Provider agrees to submit itself, its representatives and all its janitorial personnel under it to security and safety regulations of the Court; and
6. The Service Provider shall duly advise the Court within a reasonable time of the cause of the removal or separation from the service in the Court of any of its janitorial personnel.

V. COMPENSATION AND MANNER OF PAYMENT:

1. In consideration of the services rendered by the Service Provider, the Court undertakes to pay to the Service Provider the amount of **Twenty-four Thousand Two Hundred Seventy-five and 74/100 (P24,275.74)** per janitor per month or a total of **Eight Hundred Twenty-five Thousand Three Hundred Seventy-five and 20/100 (P825,375.20)** for Thirty Four (34) janitorial personnel per month or **Nine Million Nine Hundred Four Thousand Five Hundred Two and 40/100 (P9,904,502.40)** per annum or a total of **Nineteen Million Eight Hundred Nine Thousand Four and 80/100 (P19,809,004.80)** for the entire duration of the two (2) year service contract which is payable every 15th and/or 30th of the month after presentation to the Chief Administrative Office-SC of the statement of account;
2. The statement of account shall be accompanied by:
 - a. The janitors' daily time records duly certified by the supervisor of the Service Provider assigned to the Court. A Daily Time Record Summary Report shall be submitted covering the following:
 1. Name of the janitors;
 2. Actual Number of hours in a day/shift rendered;



3. Number of days rendered for the period;
4. In case of absences of the janitor, name of relievers and number of hours in a day/shift rendered; and,
5. Signature of the janitors

A Certification of the authorized Service Provider manager attesting to item numbers 1 to 5 should accompany the said Summary Report;

- b. A copy of the pay slip and a copy of the fully accomplished payroll both signed by the head of the Service Provider as attestation to the fact that the amount received by the janitor correspond to the amount appearing on the payroll. The payroll shall indicate the number of days rendered, rate per day, gross amounts for the period, the deductions and the net amounts received by the janitors. The signatures of the janitors appearing therein must tally with the signatures of said janitors as appearing in the Daily Time Records;

In case of salary payments made through the Automated Teller Machine (ATM), the Service Provider shall attach to the statement of account a duplicate copy of the Bank's Certificate, with the signature of the appropriate bank officer, showing confirmation that the amount debited was against the Service Provider's account and thereafter credited to the accounts stated therein;

- c. A notarized certification from the authorized Service Provider's Manager that the janitorial personnel have been paid their correct wages and benefits for the period claimed in accordance with relevant wage orders and mandatory benefits;

The Statement of Account will be forwarded to the Fiscal Management and Budget Office (FMBO) only after the Chief Administrative Officer-SC or his/her authorized representative has certified to the services rendered;

3. The Service Provider must have sufficient funds to cover payment of salaries and other allowances of its personnel for at least three (3) months;
4. The Court shall pay claims for differentials as a result of relevant Wage Orders. Claims shall be filed within a year from the affectivity of the Wage Orders and must be accompanied by:



- a. A notarized certification signed by the authorized Service Provider manager that the same has been paid to the janitors; and,
- b. A copy of the duly accomplished payroll evidencing payment of the same;

The Service Provider must implement the applicable Wage Orders within three (3) months from the effectivity thereof;

5. The Court reserves the right to verify the actual wages being paid to the janitors. Any complaint by a janitor regarding the amount of wages received including, but not limited to, underpayment of salaries, time differentials, allowances, over deduction and/or non-remittance of legally mandated deductions (e.g. BIR, SSS, PHILHEALTH, PAG-IBIG) shall be dealt with summarily and shall be a ground or termination of this contract;
6. The Service Provider shall submit to the Court every quarter, proof of remittance of said BIR, SSS, PHILHEALTH and PAG-IBIG deductions of their personnel, which proof shall be included in the corresponding Service Provider's share remitted as employer. Proof of said remittance shall be attached to the statement of account for the 1st fifteen (15) days after each quarter, i.e., April 1 to 15, July 1 to 15 and October 1 to 15. Remittance for the 4th quarter shall be attached to the statement of account for the period December 16 to 31; and,
7. The Service Provider shall pay the following due to its personnel of the Government under this contract:
 - a. Wages, salaries, allowances, wage adjustments and any other remuneration required by law;
 - b. Social Security premiums and insurance required by law;
 - c. Uniform, IDs and related expenses; and,
 - d. Government licensing charges and taxes;

VI. DURATION OF THE AGREEMENT:

This Two (2) Year Service Contract shall take effect on _____ and shall continue to have force and effect until _____. However, the Service Provider shall be on probationary period for the first six (6) months. The Court may, upon written notice, rescind the Contract for failure of the Service Provider to abide by its terms and conditions.



Section VII-A. Technical Bid Form

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, where applicable, in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the 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 3.1(a)(ii) and/or GCC Clause 2.1(a)(ii).

This form itself must be submitted.
Recopying is not allowed and may be a ground for disqualification.

Item	Specification	Statement of Compliance
I.	PERFORMANCE CRITERIA	
A.	The Service Provider shall maintain a satisfactory level of performance throughout the contract period based on the following set of performance criteria:	
	1. Quality of service delivered	
	1. Time management	
	2. Management and suitability of personnel	
	3. Contract administration and management	
	4. Provision of regular progress report	
	5. Attentiveness and presence of mind	
	6. Compliance with Supreme Court instructions and policies	
	The foregoing criteria shall be used to assess the quarterly level of performance of the Service Provider and its janitorial personnel as basis for continuity of contract.	
II.	TECHNICAL EVALUATION PARAMETER	
	Ability to pay at least three (3) months all the salaries and wages of the janitors employed from its own funds.	
A.	Stability	
	1. Years of experience – at least five (5) years in the janitorial business;	
	2. Liquidity of Service Provider – Ability to pay at least three (3) months all the salaries and wages of the janitors employed from its own funds.	



	3. Organizational set-up – Presence of an organizational chart indicating the names of key officials and number of personnel and the reporting and functional relationships among various players within the Service Provider with additional presentation of its relations to the OAS, SC for the implementation of the contract	
B.	Resources	
	1. Number and kinds of equipment and supplies – with the minimum number and kind of equipment and supplies as specified under Section VI. Schedule of Requirements.	
	2. Availability for deployment of at least thirty-four (34) janitors including its supervisor complying with the SC minimum qualification standards.	
	3. Availability of at least on-call (relievers) janitors complying with the SC minimum qualification standards.	
III.	Housekeeping Plan	
A.	<p>Daily Routine Operations</p> <ol style="list-style-type: none">1. Sweeping, mopping, spot-scrubbing and polishing of all floors, stairways and elevators, provided that areas where heavy traffic occurs, i.e., the main lobbies, entrance ways and waiting areas, shall be serviced continuously during office hours to guarantee cleanliness;2. Cleaning and sanitizing of toilets and wash rooms hourly, which include the use of disinfectants in the wash basins, urinals and toilet bowls;3. Dusting and cleaning of horizontal and vertical surfaces;4. Dusting and cleaning of all inside and outside windows, window ledges, air vents and partitions, furniture and fixtures;5. Cleaning and polishing of handrails, brass signs and trims;6. Reporting immediately to the Maintenance Division, Office of Administrative Services (OAS-SC), any malfunctioning toilet bowl, urinal, wash basin, plumbing and lighting fixtures and damaged furniture in all floors of the buildings;7. Cleaning of trash receptacles;8. Vacuum cleaning of rugs and carpets;9. Disposal of trash, rubbish and garbage from the buildings to the receptacles provided for the purpose;	



	<ol style="list-style-type: none">10. Sweeping of driveways, parking areas, walkways, roads, sidewalks and landscaped gardens and disposal of all dry leaves and other rubbish swept from the areas;11. Watering of plants in landscaped garden plants nurseries and flower pots;12. Trimming of plants to preserve the desired contours and spraying of insecticides/pesticides;13. Carrying and hauling of furniture and fixtures, supplies and/or records.	
B.	<p>Weekly Operations</p> <ol style="list-style-type: none">1. Washing, scrubbing, waxing and polishing of all floors;2. Washing of inside and outside glass windows and doors;3. Dusting of lighting fixtures suspended from the ceiling and those attached to walls;4. Cleaning, washing and polishing of office furniture and fixtures, counters and other similar items but not equipment or items that require specialized maintenance;5. Thorough scrubbing and sanitizing of toilets, urinals, wash basins, comfort rooms and wash rooms;6. Washing and scrubbing of driveways, parking areas and walkways; and7. Replanting plants with application of fertilizers when necessary.	
C.	<p>Monthly Operations</p> <ol style="list-style-type: none">1. Thorough cleaning of all areas covered;2. Inspection and cleaning of all gutters including reporting to the Maintenance Division, OAS-SC any damaged gutter for immediate repair;3. Cleaning of ceilings, light diffusers, lamps, air conditioning outlets, venetian blinds, roller screens and other similar fixtures;4. Waxing and polishing of wood furniture, rails, trims and similar items;5. Waxing and polishing of floor marble walls; and	



	6. Replacement of indoor plants when necessary, with plants to be furnished by the Supreme Court.	
D.	<p>Others</p> <ol style="list-style-type: none">1. When needed, providing extra personnel or extending authorized tour of duty or personnel for Supreme Court anniversaries, Christmas and other special occasions and in cases of emergencies and/or natural calamities necessitating relief operations;2. Messengerial services within the Supreme Court premises;3. Provisions for the supply and use of High Pressure Washer for inside and outside cleaning within the Supreme Court's building complexes, when and if necessary; and4. Performing other related services that may be required by the Court.	

**I hereby certify to comply and deliver all the above Technical Specifications /
Terms of Reference and requirements:**

<hr/>	<hr/>	<hr/>
Name of Company/Bidder	Signature over Printed Name of Representative	Date



Section VIII. Checklist of Technical and Financial Documents

ENVELOPE 1: TECHNICAL COMPONENT		
CLASS “A” DOCUMENTS		
Checklist	INDEX TABS	LEGAL DOCUMENTS
	I-1	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages)
TECHNICAL DOCUMENTS		
	I-2	<p>Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid.</p> <p>The statement shall be supported by the following documents:</p> <p>1. Copies of the Contracts; and</p> <p>(If there is no contract, the purchase order (P.O.) may be submitted as long as the terms and conditions are included therein.)</p> <p>2. Copies of the Notice of Award (NOA) or Notice to Proceed (NTP) (For private contracts, NOA or NTP shall not be required.)</p> <p><i>(See sample Form VIII-A in Section VIII)</i></p>
	I-3	<p>Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within five (5) years prior to the date of bid submission. The SLCC must be at least fifty percent (50%) of the approved budget for the contract (ABC) or ₱9,904,502.40.</p> <p><u>Supporting Document/s:</u></p> <p>The statement shall be supported by a copy/(ies) of the End-User’s Acceptance or Official Receipt/(s) Issued for the Contract/(s)therein.)</p> <p><i>(See sample Form VIII-B in Section VIII)</i></p>
	I-4	<p>Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;</p> <p><u>or</u></p> <p>Original copy of Notarized Bid Securing Declaration <i>(use Form VIII-C in Section VIII)</i></p>
	I-5	Conformity with the Schedule of Requirements <i>(Accomplish/use form in Section VI)</i>
	I-6	Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable <i>(use Accomplish/use form in Section VII)</i>



	I-6-a, I-6-b, I-6-c, etc.	Corresponding to each set of supporting documents in relation to the Bidder's conformity with the technical specifications as enumerated and specified in Sections VI and VII, if any.
	I-7	<p>Original duly signed Omnibus Sworn Statement (OSS) <i>(use Form VIII-D in Section VIII);</i></p> <p><i>Note: The Omnibus Sworn Statement needs to be submitted under oath. The Community Tax Certificate is no longer considered competent evidence of identity. In accordance with a Resolution of the Supreme Court, the phrase "competent evidence of identity" refers to the identification of an individual based on any of the following:</i></p> <p><i>"at least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay Certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, National Council for the Welfare of the Disabled Persons (NCWDP) certification; xxx"</i></p> <p>and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder</p>
	I-8	<p>Company profile which shall include information on the number of years in the business and the list of its officers.</p> <p>Names, addresses and location sketches of main office and branch office/s if any, and warehouse and service facilities with their respective telephone numbers including photo showing the company's business name.</p>
	I-9	Authority of the representative/signatory.
	I-10	<p>Bidder's statement under oath of three (3) present clients which shall include the following information:</p> <ol style="list-style-type: none">1. Name of the client;2. Address and telephone number;3. Amount of the contract;4. Date of award;5. Contract duration; and6. Name of contact person, lead man/supervisor. <p>The list should be supported by a certification issued by the three (3) present clients as to their satisfactory performance, as of February 28, 2022.</p>
	I-11	Certified true copy of the payrolls/payroll register for the last three (3) months for the company's three (3) present clients as indicated in Tab I-10, as of February 28, 2022.
	I-12	Submission of SSS, PhilHealth, Pag-Ibig membership including receipts of remittances, for the last three (3) months, as of February 28, 2022.



	I-13	Statement under oath that there has been no final and executory judgment against the bidder in a labor case and list of all pending labor, civil, administrative, or criminal cases filed by or against the owner of the agency, if any, in the National Capital Region.
	I-14	<p>Certified copy of the company's Manual of Operations which should include, among others, the following:</p> <ol style="list-style-type: none">1. Company's organization and management;2. Policies on hiring;3. Staffing pattern and job description as well as qualification requirements;4. Compensation;5. Employees' benefits and privileges;6. Standard operating procedures in the performance of the janitors' duties and responsibilities;7. Administrative sanctions.
	I-15	An undertaking under oath that the janitors will be paid the wages and allowances not lower than the minimum amount prescribed by the Regional Wage Board of DOLE and all subsequent wage increases mandated by law.
	I-16	An undertaking under oath that the regulations concerning the compulsory and immediate remittance of SSS, Philhealth, Pag-Ibig, State Insurance fund contributions and withholding taxes to the BIR will be strictly complied with indicating therein whether the remittance would be on a monthly, quarterly or semi-annual basis.
	I-17	Certificate of deposit as of February 28, 2022 by authorized bank officials.
FINANCIAL DOCUMENTS		
	I-18	<p>The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);</p> <p><u>$NFCC = [(Current\ Assets\ minus\ Current\ Liabilities) \times 15]$ 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.</u></p> <p><u>The values of the bidder's current assets and current liabilities shall be based on the data submitted to the Bureau of Internal Revenue (BIR), through its Electronic Filing and Payment System (EFPS).</u></p> <p><u>(The NFCC shall be based on the 2020 Audited Financial Statement. Bidders shall attach the 2020 Audited Financial Statement to the NFCC Computation.)</u></p> <p><u>or</u></p> <p>A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation</p>
Class "B" Document		
	I-19	<p>If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;</p> <p><u>or</u></p> <p>duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.</p>



ENVELOPE 2: FINANCIAL COMPONENT		
Checklist	INDEX TABS	
	II-1	Original of duly signed and accomplished Financial Bid Form <u>(see Form VIII-E in Section VIII).</u>
	II-2	Original of duly signed and accomplished Bid Price Schedule (s) <i>(original Form VIII-F found in Section VIII must be submitted, no recopying or retyping shall be allowed)</i>

Note: Please cross-reference with Section III. Bid Data Sheet for the updated/additional requirements and instructions for the submission of bids (tabbing, indexing and sealing)



FORM VIII-A

Sample form only.

Statement of all Ongoing Government and Private Contracts
Including Contracts Awarded but not yet Started

Name of Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Contract	Value of Outstanding Contract

Signature over Printed Name of Representative

Date

The statement shall be supported by the following documents:

1. Copies of the Contracts*; **and**
2. Copies of the Notice of Award (NOA) or Notice to Proceed (NTP)**

**If there is no contract, the purchase order (P.O.) may be submitted as long as the terms and conditions are included therein)*

***For private contracts, NOA or NTP shall not be required*



FORM VIII-B

Sample form only.

Statement of Single Largest Completed Contract
Similar to the Contract to be Bid

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Completed Contract	Date of Delivery	End User's Acceptance or Official Receipt or Sales Invoice

Signature over Printed Name of Representative

Date

Name of Company

The statement shall be supported by the following documents:

1. Copy/(ies) of the End-User's Acceptance; **or**
2. Official Receipt/(s) Issued for the Contract/(s) therein.



FORM VIII-C

***This form itself must be submitted.
Recopying is not allowed and may be a ground for disqualification.***

REPUBLIC OF THE PHILIPPINES)
CITY OF MANILA) S.S.
X-----X

BID SECURING DECLARATION

**ITB No. 2022-01: Procurement of Janitorial and Sanitation Services for the
Supreme Court for Two (2) Years**

To : Supreme Court of the Philippines
Padre Faura Street, Ermita, City of Manila

I/We, 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 as the bidder with the Lowest Calculated and Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this _____ day of _____, 20__ at _____.

Affiant/s
[Name/s and Signature/s of the Bidder’s Authorized Representative
and his/her/their legal capacity/ies]

Name of Bidder Represented

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20__ at _____, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity/ies as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her/their Competent Evidence of Identity.

Name	ID No.	Issued At	Issued On
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NOTARY PUBLIC

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 20__.



FORM VIII-D

***This form itself must be submitted.
Recopying is not allowed and may be a ground for disqualification.***

OMNIBUS SWORN STATEMENT

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

A F F I D A V I T

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:

I am the [1. sole proprietor; 2. duly authorized and designated representative]
of _____ [Name of Bidder] with office address
at _____ [Address of Bidder].

As the [1. owner and sole proprietor, I have full power and authority to do, execute and perform any and all acts necessary;][2. duly authorized and designated representative, I am granted full power and authority to do, execute, and perform any and all acts necessary as shown in the attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture), or Special Power of Attorney, whichever is applicable] to represent _____ [Name of Bidder] in the bidding for the **Procurement of Janitorial and Sanitation Services for the Supreme Court for Two (2) Years;**

_____ [Name of Bidder] is not “blacklisted” or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;

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;



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

(In the following three paragraphs, please choose and answer only one that is applicable to the bidder)

(1) *If a sole proprietorship:* The owner or the 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, or 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;

(2) *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;

(3) *If a corporation or a 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;

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

_____ *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a) Carefully examining all of the Bidding Documents;
- b) Acknowledging 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) Inquiring or securing Supplemental/Bid Bulletin(s) issued for the **Procurement of Janitorial and Sanitation Services for the Supreme Court for Two (2) Years.**

_____ *[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 case advance payment was made of given, failure to perform or deliver any of the obligations and undertaking in the contract shall be sufficient grounds to constitute criminal liability for Swindling (*Estafa*) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3185 s. 1930, as amended, or the Revised Penal Code.

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

AFFIANT/S
Bidder’s Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20__, affiant/s exhibiting to me his/her/their Competent Evidence of Identity.

Name	ID No.	Issued At	Issued On
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NOTARY PUBLIC

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 20__.



FORM VIII-E

Sample form only.

FINANCIAL BID FORM

Date: _____
Project Identification No: _____

To: [name and address of Procuring Entity]

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

If our Bid is accepted, we undertake:

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

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

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

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



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

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

Dated this _____ day of _____ 20__.

[signature and printed name]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of:

Name of Company

Address and Telephone Number



FORM VIII – F

(The following form must be filled out and submitted; recopying/retyping this form is not allowed and may be a ground for disqualification)

Bid Price Schedule

PROCUREMENT OF JANITORIAL AND SANITATION SERVICES FOR THE SUPREME COURT FOR TWO (2) YEARS No. of Janitors – 34 (ABC = ₱19,809,004.80 for Two Years)		
(1) Average Pay: (W x 313.00)/12months	₱14,006.75	
(2) 13 th Month Pay	₱1,167.23	
(3) 5 Days Incentive Leave Pay	₱223.75	
(4) Total Amount to Janitor		₱15,397.73
(5) SSS	₱1,190.00	
(6) Philhealth Premium (Employer Share)	₱245.12	
(7) ECC (State Insurance Fund)	₱10.00	
(8) Pag-Ibig Contribution	₱100.00	
(9) Total Amount to Government in favor of Janitor		₱1,545.12
(10) Total Amount to Janitor and Government (4+9)		₱16,942.85
(11) Supplies		₱
(12) Administrative Overhead and Profit Margin [(10+11) x 10%]		₱
(13) Value-Added Tax [(11+12) x 12%]		₱
(14) Proposed Contract Rate per janitor per month		₱
Total Cost of Janitorial Service for Two (2) Years		₱
Amount in Words of Total Cost of Janitorial Service for Two (2) Years:		

Name: _____

Legal Capacity: _____

Signature: _____

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



FORM VIII – G

Contract Agreement Form



Republic of the Philippines
Supreme Court
Manila

**CONTRACT FOR JANITORIAL AND SANITATION SERVICES
FOR THE SUPREME COURT FOR TWO (2) YEARS**

KNOW ALL MEN BY THESE PRESENTS:

This agreement entered into and executed this ____ day of _____ 20__ in the City of Manila by and between:

The **SUPREME COURT OF THE PHILIPPINES**, a government agency of the Republic of the Philippines, with principal office at Padre Faura Street, Ermita, Manila represented herein by _____, in his/her capacity as the _____ of the Supreme Court of the Philippines, hereinafter referred to as the “**COURT**,”

-and-

_____, a business firm organized and existing in accordance with Philippine laws, with principal business address at _____ and represented by _____ in his capacity as the _____ of _____, hereinafter referred to as the “**SUPPLIER**.”

WHEREAS, the Supreme Court Bids and Awards Committee for Goods and Services (SC-BAC-GS) published on _____ an Invitation to Bid for the **Procurement of Janitorial and Sanitation Services for the Supreme Court for Two (2) Years**. The Invitation to Bid was posted on the PhilGEPS, on the Supreme Court Website, and on the Supreme Court Bulletin Boards located in conspicuous places within the **COURT'S** premises;

WHEREAS, the **SERVICE PROVIDER** won in the public bidding conducted by the **COURT** on _____ and was recommended by the SC-BAC-GS, in its Memorandum dated _____, to be awarded the contract for the **Janitorial and Sanitation Services for the Supreme Court for Two (2) Years**, which recommendation was approved by the Court *en banc* through its Resolution dated _____;



NOW THEREFORE, for and in consideration of the foregoing premises and the stipulations set forth, the **COURT** and the **SERVICE PROVIDER** hereby agree on the following:

ARTICLE I CONTRACT DOCUMENTS

- 1.1 OFFICIAL BID DOCUMENTS.** The **SUPPLIER** shall perform its contractual obligation in accordance with the following Official Bid Documents which are made integral parts of this Contract:
- 1.1.1 Proposal and Price Schedule submitted by the **SUPPLIER**, including the eligibility requirements, technical and financial proposals, and all other documents or statements submitted;
 - 1.1.2 Bid Forms and all other documents submitted, including corrections to the bid, if any
 - 1.1.3 Schedule of Requirements;
 - 1.1.4 Technical Specifications;
 - 1.1.5 General and Special Conditions of the Contract;
 - 1.1.6 Supplemental Bid Bulletins, if any;
 - 1.1.7 Performance Security;
 - 1.1.8 Notification of Award and the **SUPPLIER**'s *conforme* thereto;
 - 1.1.9 Other contract documents that may be required by existing laws and/or the **COURT** in the Bidding Documents. The **SUPPLIER** agrees that additional documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
- 1.2 COMPLEMENTARY NATURE.** This Contract and the Official Bid Documents shall be complementary with each other, and what one prescribes shall be prescribed by all. In case of discrepancy between this Contract and the Official Bid Documents, the Official Bid Documents shall prevail.
- 1.3 INCIDENTAL ITEMS.** 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.

ARTICLE II EFFECTIVITY AND TERM OF SERVICE

- 2.1 EFFECTIVITY DATE.** This Contract shall take effect upon receipt by the **SERVICE PROVIDER** of the Notice to Proceed or the effectivity date stated therein, whichever comes later. Performance of all obligations shall be reckoned from the effectivity date of the Contract. Duration of the contract is two (2) years.
- 2.2 DELIVERY DATE.** The goods and services (janitorial and sanitation services and janitorial supplies and equipment) must be delivered in accordance with the Schedule of Requirements.



2.3 **CONTRACT PRICE.** For and in consideration of the full and satisfactory delivery of the goods and services by the **SERVICE PROVIDER** and the acceptance thereof by the **COURT**, the **COURT** shall pay for janitorial and sanitation services including the janitorial supplies in accordance with the prices indicated in the bid price schedule (Form VIII-5).

2.4 **TERMS OF PAYMENT.** In consideration of the services rendered by the **SERVICE PROVIDER**, the Court undertakes to pay to the **SERVICE PROVIDER** for Thirty Four (34) janitorial personnel per month every 15th and/or 30th of the month after presentation to the Chief Administrative Office-SC of the statement of account.

The statement of account shall be accompanied by:

- a. The janitors' daily time records duly certified by the supervisor of the **SERVICE PROVIDER** assigned to the Court. A Daily Time Record Summary Report shall be submitted covering the following:
 - (1) Name of the janitors;
 - (2) Actual Number of hours in a day/shift rendered;
 - (3) Number of days rendered for the period;
 - (4) In case of absences of the janitor, name of relievers and number of hours in a day/shift rendered; and
 - (5) Signature of the janitors

A Certification of the authorized **SERVICE PROVIDER** manager attesting to item nos. 1 to 5 should accompany the said Summary Report;

- b. A copy of the pay slip and a copy of the fully accomplished payroll both signed by the head of the **SERVICE PROVIDER** as attestation to the fact that the amount received by the janitor correspond to the amount appearing on the payroll. The payroll shall indicate the number of days rendered, rate per day, gross amounts for the period, the deductions and the net amounts received by the janitors. The signatures of the janitors appearing therein must tally with the signatures of said janitors as appearing in the Daily Time Records;

In case of salary payments made through the Automated Teller Machine (ATM), the **SERVICE PROVIDER** shall attach to the statement of account a duplicate copy of the Bank's Certificate, with the signature of the appropriate bank officer, showing confirmation that the amount debited was against the **SERVICE PROVIDER's** account and thereafter credited to the accounts stated therein;

- c. A notarized certification from the authorized **SERVICE PROVIDER's** Manager that the janitorial personnel have been paid their correct wages and benefits for the period claimed in accordance with relevant wage orders and mandatory benefits;

The Statement of Account will be forwarded to the Fiscal Management and Budget Office (FMBO) only after the Chief Administrative Officer-SC or his/her authorized representative has certified to the services rendered;



2. The Service Provider must have sufficient funds to cover payment of salaries and other allowances of its personnel for at least three (3) months;
3. The Court shall pay claims for differentials as a result of relevant Wage Orders. Claims shall be filed within a year from the effectivity of the Wage Orders and must be accompanied by:
 - a. A notarized certification signed by the authorized Service Provider manager that the same has been paid to the janitors; and
 - b. A copy of the duly accomplished payroll evidencing payment of the same;

The Service Provider must implement the applicable Wage Orders within three (3) months from the effectivity thereof;

4. The Court reserves the right to verify the actual wages being paid to the janitors. Any complaint by a janitor regarding the amount of wages received including, but not limited to, underpayment of salaries, time differentials, allowances, over deduction and/or non-remittance of legally mandated deductions (e.g. BIR, SSS, PHILHEALTH, PAG-IBIG) shall be dealt with summarily and shall be a ground or termination of this contract;
5. The **SERVICE PROVIDER** shall submit to the Court every quarter, proof of remittance of said BIR, SSS, PHILHEALTH and PAG-IBIG deductions of their personnel, which proof shall be included in the corresponding **SERVICE PROVIDER**'s share remitted as employer. Proof of said remittance shall be attached to the statement of account for the 1st fifteen (15) days after each quarter, i.e., April 1 to 15, July 1 to 15 and October 1 to 15. Remittance for the 4th quarter shall be attached to the statement of account for the period December 16 to 31; and,
6. The **SERVICE PROVIDER** shall pay the following due to its personnel of the Government under this contract:
 - a. Wages, salaries, allowances, wage adjustments and any other remuneration required by law;
 - b. Social Security premiums and insurance required by law;
 - c. Uniform, Ids and related expenses; and
 - d. Government licensing charges and taxes;

ARTICLE III REPRESENTATIONS/WARRANTIES

- 3.1 **PERFORMANCE WARRANTY.** The **SERVICE PROVIDER** represents and warrants that it has the capacity to perform its obligations and undertakings according to the terms and conditions of this Contract and the Official Bid Documents and hereby agrees and warrants that it shall faithfully observe and comply therewith.



ARTICLE IV PERFORMANCE SECURITY

- 4.1 **AMOUNT AND FORM.** The **SERVICE PROVIDER** shall, within ten (10) calendar days from receipt of Notice of Award, post a performance security as a condition precedent to the signing of this Contract to guarantee and secure the timely and complete performance of its commitment under this Contract and the Official Bid Documents. The performance security shall either be (1) in cash or cashier's/manager's check issued by a Universal or Commercial Bank equivalent to five percent (5%) of the total contract price; or (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 five percent (5%) of the total contract price; or (3) a surety bond equivalent to thirty percent (30%) of the total contract price, callable on demand and issued by the GSIS or any of the bonding companies duly accredited by the Supreme Court.
- 4.2 **DISCHARGE OF THE SECURITY.** The performance security shall be released to the **SERVICE PROVIDER** upon the issuance of the Certificate of Final Acceptance by the **COURT**; Provided, however, that the performance security was not forfeited as a result of the delay or default in the performance of the obligations of the **SERVICE PROVIDER**.
- 4.3 **FORFEITURE.** The failure of the **SERVICE PROVIDER** to comply with any of the requirements or undertakings hereof shall constitute sufficient ground for the forfeiture of its performance security.

ARTICLE V TERMINATION OF CONTRACT

- 5.1 **TERMINATION FOR DEFAULT.** The **COURT** shall have the right to pre-terminate this Contract in whole or in part for default of the **SERVICE PROVIDER** or breach or violation of the terms and conditions of this Contract for just cause to be determined by the **COURT**, which determination shall be final and binding to the **SERVICE PROVIDER**.
- 5.2 **TERMINATION FOR UNLAWFUL ACTS.** The **COURT** shall have the right to terminate this Contract, which termination shall take effect immediately upon receipt of the Notice of Termination, in case it is determined *prima facie* that the **SERVICE PROVIDER** has engaged, before or during the implementation of this Contract, in unlawful deeds and behavior relative to the acquisition and implementation thereof.
- 5.3 **COMPLETED DELIVERY.** In the event of pre-termination or termination of this Contract by the **COURT**, the **COURT** shall pay the **SERVICE PROVIDER** for the Project delivered up to the date of pre-termination or termination unless such pre-termination was due to the acts or omissions of the **SERVICE PROVIDER** or breach of this Contract and the Official Bid Documents by the **SERVICE PROVIDER**.



5.4 **REMEDIAL RIGHTS.** Any pre-termination or termination of this Contract shall be without prejudice to any other rights or remedies a party may be entitled to under this Contract and the Official Bid Documents, or under any law, and shall neither affect any accrual of rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after pre-termination or termination.

ARTICLE VI VENUE OF ACTIONS

6.1 Any dispute arising from this Contract which cannot be resolved amicably by the contracting parties *shall be tried* in the proper court of the **City of Manila only**, to the exclusion of all other venues.

IN WITNESS WHEREOF, the parties have signed this agreement on the date and place first above-stated.

**SUPREME COURT OF THE
PHILIPPINES
(COURT)**

(SERVICE PROVIDER)

Represented by: _____

Represented by: _____

(Authorized Representative)

SIGNED IN THE PRESENCE OF:

(Witnesses)

ACKNOWLEDGMENT

Republic of the Philippines)
City of Manila) S.S.

BEFORE ME personally appeared:

1) _____ with Identification Card No. _____;
and

2) _____ with Identification Card No. _____

known to me to be the same persons who executed the foregoing Contract for the **JANITORIAL AND SANITATION SERVICES FOR THE SUPREME COURT FOR TWO (2) YEARS** and they acknowledged to me that the same is their free and voluntary act and deed.

I certify that the foregoing instrument, consisting of _ pages, including this page where the acknowledgment is written, was duly signed by the parties and their instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this ____ day of _____, 20____ at the City of Manila, Philippines.

NOTARY PUBLIC



FORM VIII – H

(The following form must be filled out and submitted; recopying/retyping this form is not allowed and may be a ground for disqualification)

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

PERFORMANCE SECURING DECLARATION

ITB No. 2022-01: *Procurement of Janitorial and Sanitation Services for the Supreme Court for Two (2) Years*

To : Supreme Court of the Philippines
Padre Faura Street, Ermita, City of Manila

I/We, the undersigned, declared that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier / distributor / manufacturer / contractor / consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of (10) days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from the bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order If I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or



- b. replacement by the winning bidder of the submitted PSD with performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of _____ 20__ at _____.

Affiant/s
[Name/s and Signature/s of the Bidder’s Authorized Representative
and his/her/their legal capacity/ies]

Name of Bidder Represented

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20__ at _____, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity/ies as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her/their Competent Evidence of Identity.

Name	ID No.	Issued At	Issued On
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NOTARY PUBLIC

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 20__.