



J. H. CERILLES STATE COLLEGE

Mati, San Miguel, Zamboanga del Sur

BIDDING DOCUMENTS

Procurement of Janitorial/Utility Services

Reference No.: 9886975

Public Bidding No.: PB23-12

**Sixth Edition
July 2020**

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission,*” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.
- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.

- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	4
Section I. Invitation to Bid.....	7
Section II. Instructions to Bidders.....	11
1. Scope of Bid	11
2. Funding Information.....	11
3. Bidding Requirements	11
4. Corrupt, Fraudulent, Collusive, and Coercive Practices	11
5. Eligible Bidders.....	11
6. Origin of Goods	12
7. Subcontracts	12
8. Pre-Bid Conference	12
9. Clarification and Amendment of Bidding Documents	12
10. Documents comprising the Bid: Eligibility and Technical Components	12
11. Documents comprising the Bid: Financial Component	13
12. Bid Prices	13
13. Bid and Payment Currencies	14
14. Bid Security	14
15. Sealing and Marking of Bids	14
16. Deadline for Submission of Bids	14
17. Opening and Preliminary Examination of Bids	14
18. Domestic Preference	15
19. Detailed Evaluation and Comparison of Bids	15
20. Post-Qualification	15
21. Signing of the Contract	15
Section III. Bid Data Sheet	16
Section IV. General Conditions of Contract	17
1. Scope of Contract	17
2. Advance Payment and Terms of Payment	17
3. Performance Security	17
4. Inspection and Tests	17
5. Warranty	18
6. Liability of the Supplier	18
Section V. Special Conditions of Contract	19
Section VI. Schedule of Requirements	22
Section VII. Technical Specifications	23
Section VIII. Checklist of Technical and Financial Documents	23

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



J.H. CERILLES STATE COLLEGE

Mati, San Miguel, Zamboanga del Sur

Email address: jhcsc.main@yahoo.com

Website: <http://www.jhcsc.edu.ph/>

**INVITATION TO BID FOR
Procurement of Janitorial/Utility Services**

1. The *J. H. Cerilles State College*, through the *GAA 2023 (Fund 101)* intends to apply the sum of **Three Hundred Fifty Thousand Pesos Only (PHP 350,000.00)** being the ABC to payments under the contract for **Procurement of Janitorial/Utility Services**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *J. H. Cerilles State College* now invites **PhilGEPS registered** and **eligible bidders** bids for the above Procurement Project. Delivery of the Goods is from **July 2023 to December 2023**. Bidders should have completed, within **THREE (3)** years from the date of the deadline of submission of bids, a **SINGLE LARGEST COMPLETED CONTRACT** similar to the project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - a. *Under Section 23.4.1.2 of the 2016 revised IRR of RA No. 9184 do not exist:]*
Paragraph A. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from JHCSC and inspect the Bidding Documents at the address given below from June 27, 2023 to July 17, 2023, 8:00AM-5:00PM.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **June 27, 2023 to July 17, 2023** from *BAC Secretariat and upon payment of PHP500.00*, for the Bidding Documents.

Kindly coordinate with the Secretariat on the payment details. The Procuring Entity shall allow the bidders to present its proof of payment for the fees through the email address at bac@jhcsc.edu.ph. It may also be downloaded for free of charge from the Philippine Government Electronic Procurement System (PhilGEPS) and the JHCSC website, provided that payment of the non-refundable fee as above for the Bid Documents shall be made prior to submission of bids.
6. The J. H. Cerilles State College will hold a Pre-Bid Conference on **July 5, 2023, 10:00 AM** at **J. H. Cerilles State College, Pagadian Annex, Balangasan, Pagadian City** and/or through video conferencing/webcasting *via “Zoom”*, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at **BAC Office, J. H. Cerilles State College, Pagadian Annex, Balangasan, Pagadian City** on or before **July 17, 2023, at 9:00 AM**. 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 **July 17, 2023, 10:00 AM**, at **BAC Office, J. H. Cerilles State College, Pagadian Annex, Balangasan, Pagadian City**.
10. The ***J. H. Cerilles State College*** 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.

For further information, please refer to:

MARIA LEAH S. CHIONG

BAC Secretariat Chair

Cellphone No.: 09482318035

Email Address: bac@jhsc.edu.ph

Website: <http://www.jhsc.edu.ph>

Address: BAC Office, J. H. Cerilles State College Pagadian Annex,
Balangasan, Pagadian City



RAYMUND A. INDANGAN, Ph.D.
Chairman, Bids and Awards Committee

SCHEDULE OF BIDDING ACTIVITIES (Subject to change)

No.	ACTIVITIES	DATE/SCHEDULE
1	Pre-Procurement Conference	June 21, 2023
2	Posting/Advertisement (website, PhilGEPS, JHCSC Premises)	June 27, 2023 to July 17, 2023
3	Issuance of Bid Documents	June 27, 2023 to July 17, 2023 (8:00AM to 5:00PM except Saturdays, Sundays and Holidays)
4	Pre-bid Conference	Wednesday, July 5, 2023 @10:AM
5	Deadline for Request for Clarification, if any	Friday, July 7, 2023
6	Last day for the issuance of Supplemental/Bid Bulletin, if any	Monday, July 10, 2023
7	Deadline for submission of bids (Pagadian Campus)	Monday, July 17, 2023 @9:00AM
8	Opening of Bids	Monday, July 17, 2023 @10:00AM
9	Bid Evaluation	Tuesday, July 18, 2023
10	Sending of Notice to the Bidder with LCB advising them on the conduct of Post Qualification	Tuesday, July 18, 2023
11	Post Qualification on the Bidder with LCB or Succeeding LCB (if any)	Wednesday, July 19, 2023
12	BAC Deliberation on the results of Post Qualification	Thursday, July 20, 2023
13	Issuance of BAC's Recommendation (Based on the results of Post Qualification)	Thursday, July 20, 2023
14	Approval of BAC Resolution and Issuance of Notice of Award	TBA
15	Issuance of Notice to Proceed and Contract Signing	TBA

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **J. H. Cerilles State College** wishes to receive Bids for the **Procurement of Janitorial/Utility Services** with identification number **PB23-12**.

The Procurement Project (referred to herein as “Project”) is composed of **four (4) Janitor Personnel** the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *GAA 2023 (Fund 101)* in the amount of **PHP350,000.00**.

2.2. The source of funding is:

a. The General Appropriations Act or Special Appropriations.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

- i. When the Goods sought to be procured are not available from local suppliers;
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. **Subcontracting is not allowed.**

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address at **BAC Office, at J. H. Cerilles State College, Pagadian Annex, Balangasan, Pagadian City** and/or through video conferencing/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 **five (5) sets** the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **THREE (3) years** prior to the deadline for the submission and receipt of bids.

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

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain **five sets** of 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)**.

Bid and Payment Currencies

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

13. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **120 days**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

14. Sealing and Marking of Bids

- 15.1. The 1st Envelope (Labeled as Eligibility & Technical Documents) must be properly sealed and marked, it shall contain five (5) sets of hard copies of Eligibility and Technical Documents and one (1) set of soft copies (USB); one (1) set of documents (Labeled as Original Copy) and another four (4) sets of copies (Labeled as COPY 1, 2, 3, & 4)".
- 15.2. The 2nd Envelope (Labeled as Financial Documents) must be properly sealed and marked; it shall contain five (5) sets of Financial Documents; one (1) set of documents (Labeled as Original Copy) and another four (4) sets of copies (Labeled as COPY 1, 2, 3, & 4)".

Failure to comply with the required number of copies is a ground for disqualification.

15. Deadline for Submission of Bids

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

16. 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.

¹ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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.

17. Domestic Preference

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

18. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case may be. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

Option 1 – One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

19. 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.

20. 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	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. SLCC – Janitorial/Utility Services b. completed within three (3) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not Allowed.
12	The price of the Goods shall be quoted in <i>Philippine Peso</i> .
14.1	The bid security shall be in the form of a Bid Securing Declaration , or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than PHP7,000.00 <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 PHP17,500.00 <i>five percent (5%) of ABC</i>, if bid security is in Surety Bond.
19.3	The Project will be awarded as one (1) lot.
20.2	<i>Business Permit/DTI Registration.</i>
21.2	<i>After Sale Services/Warranty.</i>

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

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>The delivery terms applicable to this Contract are delivered at JHCSC Campuses indicated in Section VII. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Dr. Freddie T. Bernal, OIC – Office of the President.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ul style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none"> a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and b. in the event of termination of production of the spare parts: <ul style="list-style-type: none"> i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and

	<p>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</p> <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.</p>
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p>

	<p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>“The terms of payment shall be as follows: One-time payment upon completion of the project.”</p>
4	<p>The inspections and tests that will be conducted in Delivery Period.</p>

Section VI. Schedule of Requirements

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

GENERAL DESCRIPTION	UNIT OF MEASURE	QUANTITY/SIZE	DELIVERY SCHEDULED
Janitorial/Utility Services Personnel	personnel	4	July 2023 to December 2023

Section VII. Technical Specifications

Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution.

Item	Specification	Statement of Compliance
		<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, postqualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>
4	Janitorial Services for the month of July 2023 to December 2023	

**TERMS OF REFERENCE
PROCUREMENT OF JANITORIAL SERVICES
JULY 2023 TO DECEMBER 2023**

I. DURATION OF THE CONTRACT

The Contract for the Procurement of Janitorial Services at the J. H. Cerilles State College (JHCSC) shall be for a period of **six (6) months (July 2023 to December 2023)**.

II. APPROVED BUDGET FOR THE CONTRACT (ABC)

The approved budget contract (ABC) for Janitorial Services is **Three Hundred Fifty Thousand Pesos & 0/100 (PhP 350,000.00)**.

III. AREA COVERED

The janitorial services to be provided by the CONTRACTOR shall cover the Main Campus Building assigned and its surrounding ground areas.

IV. MANPOWER REQUIREMENTS

4.1. The CONTRACTOR shall provide four (4) regular janitorial personnel which shall work eight (8) hours per day and six (6) days a week, excluding Sundays, special, regular and legal holidays.

4.2. The CONTRACTOR shall assign regular janitorial personnel and its reliever or substitute to JHCSC who possess the following qualifications:

- 4.2.1. Good moral character, competent, courteous, honest, alert, and without criminal or police records;
- 4.2.2. Physically and mentally fit to work with medical certificate as evidence;
- 4.2.3. Not less than 18 or not more than 60 years of age; and
- 4.2.4. Duly trained and skilled to function as such with minimum supervision.

The CONTRACTOR shall submit to JHCSC a sworn statement attesting their compliance to this section of this TOR to the JHCSCs' Chief Administrative Officer (CAO) together with bio-data or resume of the assigned janitorial personnel.

V. SCOPE OF WORK OF THE JANITORIAL PERSONNEL

5.1. The services to be rendered by the janitorial personnel provided by the CONTRACTOR shall include, among others, but not limited to the following:

- 5.1.1. Sweeping, mopping, spot scrubbing and polishing of all floors, entrance/exit area, hallways, lobbies and stairways daily;
- 5.1.2. Cleaning of individual rooms in the building;
- 5.1.3. Cleaning and sanitation of all comfort rooms;
- 5.1.4. Dusting and cleaning of horizontal and vertical surfaces;
- 5.1.5. Sweeping of cobwebs on walls and ceilings;
- 5.1.6. Emptying and cleaning of trash receptacles;
- 5.1.7. Removing the stains and finger marks on the walls and glass panels;
- 5.1.8. Cleaning and dusting of tables, surfaces with glass tops, glass doors and windows, pieces of furniture and other partition of the building that require daily attention;

- 5.1.9. Conducting general cleaning at least once a week;
 - 5.1.10. Disinfection/misting of JHCSC offices and premises at least once a week;
 - 5.1.11. Soaking foot bath mats with chlorine solution;
 - 5.1.12. Gardening within the surrounding ground areas of the building;
 - 5.1.13. Collecting and disposing properly the garbage within the vicinity of JHCSC Building, subject to the rules and regulations of JHCSCs' Garbage Collection and Segregation Scheme;
 - 5.1.14. Protecting the properties, office supplies and equipment from damage or destruction;
 - 5.1.15. Carrying, hauling, transporting or moving of office furniture, equipment, and supplies within the premises that may be assigned from time to time;
 - 5.1.16. Reporting to the General Services Office of the Administrative Department water leaks or any defective plumbing fixtures, electrical defects and broken or damaged furniture and fixtures that needs immediate repair; and
 - 5.1.17. Other services within the building which may be assigned from time to time within the scope of their janitorial services by the in-charge Administrative Officer of JHCSC.
- 5.2. The assigned janitorial personnel must be in proper and complete uniform as provided by the CONTRACTOR.
- 5.3. The assigned janitorial personnel shall not disclose any confidential information or reproduce any documents, directly or indirectly, that comes to their knowledge including unauthorized disposal of government records.

VI. CONTRACTOR'S RESPONSIBILITIES

- 6.1. In case of absence of assigned janitorial personnel, the CONTRACTOR shall provide a reliever who met the criteria under Section 4.2 as pre-qualified by JHCSCs' CAO. The said reliever shall perform the task assigned to the regular janitorial personnel.
- 6.2. The CONTRACTOR shall assign one (1) janitorial supervisor who will oversee and ensure that the assigned regular janitorial personnel and/or its reliever are performing the tasks in accordance to this TOR.
- 6.3. The CONTRACTOR shall submit a monthly evaluation report of the janitorial personnel assigned to JHCSC to the CAO. The JHCSC Management may request for replacement of any janitorial personnel if they are not satisfied with their performance.

VII. LIQUIDATED DAMAGES

- 7.1. The CONTRACTOR shall ensure that the required number of janitors are deployed and at their respective places of assignments during their daily routines. In case of non-compliance, the CONTRACTOR shall be subject to liquidated damages of one tenth of one percent (1/10 of 1%) of the gross monthly billing for each day of non-deployment. Moreover, the daily rate of the absentee personnel shall be deducted from the monthly billing.

VIII. WARRANTIES OF THE CONTRACTOR

- 8.1. The CONTRACTOR warrants that it shall confirm strictly to the terms and conditions of this TOR and its refusal shall be a ground for the termination of the contract.

- 8.2. The CONTRACTOR warrants, represents and undertakes reliability of the services and that its manpower complement is hardworking, qualified/reliable and dedicated to do the service required to the satisfaction of JHCSC. It shall employ well-behaved and honest employees to work within the compound.
- 8.3. The CONTRACTOR shall comply with the laws governing employee's compensation, PhilHealth, Social Security and Labor Standards, and other laws, rules and regulations applicable to each personnel employed by the CONTRACTOR on account of the contracted services. The CONTRACTOR shall pay its personnel not less than the minimum wage and other benefits mandated by law and JHCSC shall require the CONTRACTOR to show or produce papers to show compliance therewith.
- 8.4. The CONTRACTOR in the performance of its services, shall secure, maintain at its own expense all registration, licenses or permits required by National or Local Laws and shall comply with rules, regulations and directives of Regulatory Authorities and Commissions. The CONTRACTORS's personnel shall take all necessary precautions for the safety of all persons and properties at or near their area of work and shall comply with all the standards and established safety regulations, rules and practices.
- 8.5. The CONTRACTOR shall coordinate with the authorized and/or designated JHCSC personnel in the performance of their jobs.
- 8.6. The CONTRACTOR shall be liable for loss, damage or injury due to directly or indirectly through the fault, negligence or omission of its personnel and representatives. It shall assume full responsibility thereof and JHCSC shall be specifically released from any and all liabilities arising therefrom.
- 8.7. The CONTRACTOR shall neither assign, transfer, pledge, nor subcontract any part or interest of the contract.
- 8.8. The CONTRACTOR warrants that it carries on an independent business and has substantial capital or investment as well as qualified technical personnel and reliable work force, which are necessary in the conduct of its business and the performance of the work.
- 8.9. The CONTRACTOR shall assume full responsibility for the proper performance of the duties of its employees. The JHCSC shall be specifically released from any and/or all liabilities to employees of JHCSC and third parties arising from any negligent act of omission committed by the employees of the CONTRACTOR.
- 8.10. It is understood and agreed that the employees of the CONTRACTOR ARE NOT the employees of JHCSC. Hence, JHCSC shall not in any way be liable or responsible for any personal injury or damage including death sustained or caused by any of the employees of the CONTRACTOR during the performance of their duties. The CONTRACTOR shall at all times stand solely responsible and liable for such death, injuries or damages arising therefrom.
- 8.11. The CONTRACTOR shall hold JHCSC free from any action or liability whatsoever arising from any claim by any or all its personnel; that the due and faithful compliance with law relating to employment and services performed by personnel of the CONTRACTOR shall devolve solely upon it.

IX. TERMS OF PAYMENT

- 9.1. The CONTRACTOR shall be paid monthly, based on the actual number of janitorial personnel assigned subject to the required Expanded Withholding Tax (EWT) of two percent (2%) and Final Withholding Tax on VAT of five percent (5%).
- 9.2. Payment shall be made within a reasonable time from date of submission of monthly billing or statement of account and shall be supported with:

- 9.2.1. Daily time record for the period duly signed by the assigned janitors.
- 9.2.2. Certification by the contractor that all assigned janitors have been paid their salaries and benefits for the period covered and the statutory contributions and withholding taxes been remitted to BIR, SSS, ECC, Pag-IBIG and PhilHealth.

9.3.No advance payment shall be made as provided in Section 88 of PD 1445 (Statutes-ORDAINING AND INSTITUTING A GOVERNMENT AUDITING CODE OF THE PHILIPPINES).

X. PRE-TERMINATION OF THE CONTRACT

- 10.1. The contract for the Janitorial Services may be pre-terminated by JHCSC for any violation of the terms of the contract. In case of pre-termination, the CONTRACTOR shall be informed by JHCSC thirty (30) calendar days prior to such pre-termination.
- 10.2. In case of pre-termination due to violations of the terms of the agreement, the CONTRACTOR shall be liable for liquidated damages equivalent to 1/10th of one percent (1%) of the contract price as provided by the Government Accounting and Auditing Manul (GAAM) and forfeiture of the Performance Security as stated in the contract.
- 10.3. The JHCSC shall have the right to blacklist the CONTRACTOR in case of pre-termination and to forfeit the Performance Security.

Additional Requirements:

- 1. Very Satisfactory Rating for the last 2 years from at least three (3) clients
- 2. Housekeeping Plan
- 3. Other Factors
 - a. Recruitment and Selection Criteria
 - b. Completeness of Uniforms and Other Paraphernalia

FINANCIAL BID
Janitorial Services for July 2023 to December 2023

ABC: P350,000.00

AGENCY SPECIFICATIONS	4	BIDDER'S STATEMENT OF COMPLIANCE	BIDDER'S ACTUAL OFFER
NUMBER OF PERSONNEL 8 hours per day (without OT) 6 days per week July 1, 2023 to December 31, 2023 (Six months)			
I. DIRECT LABOR COST			
Daily Wage		351.00	
a. Average Pay per month (DWx313/12)			
b. 13 th month Pay (DWx313x12/12)			
c. 5 days Incentive Leave (DWx5/12)			
II. INDIRECT LABOR COST			
a. Social Security System			
b. PhilHealth (employer's share) @4.5% Y 2023			
c. State Insurance Fund			
d. Pag-IBIG			
e. Retirement Benefits (RA 7641)			
Total (I+II)			
III. OPERATING COST			
a. Supplies and Materials			
b. Administrative cost shall not be less than 10% of the total cost pursuant to Department Order No. 174, Series of 2017.			
Total			
VAT (12% of III)			
TOTAL PER JANITOR PER MONTH (I+II+III+VAT)			
TOTAL CONTRACT RATE FOR 4 JANITORS PER MONTH			
TOTAL CONTRACT RATE FOR SIX MONTHS			

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found false either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

 Name of Company/Bidder

 Signature Over Printed Name
 of Authorized Representative

 Date

Section VIII. Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE (in 5 sets)

Class “A” Documents

Legal Documents

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

Technical Documents

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

Financial Documents

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

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

Class "B" Documents

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

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

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

25 FINANCIAL COMPONENT ENVELOPE (5 sets)

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

