

BASES CONVERSION AND DEVELOPMENT AUTHORITY

Rebidding for the Procurement of Manpower Services for the Bases Conversion and Development Authority (BCDA) under a Two-year Service Agreement

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Section I. Invitation to Rebid

INVITATION TO BID

REBIDDING FOR THE PROCUREMENT OF MANPOWER SERVICES FOR THE BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA) UNDER A TWO-YEAR SERVICE CONTRACT

1. The Bases Conversion and Development Authority (BCDA), through its 2021 Corporate Operating Budget intends to apply the sum in Philippine Pesos, inclusive of all applicable taxes, charges, duties and fees, being the Approved Budget for the Contract (ABC) **for the first year only**, to payments under the contract, as follows:

Name of Contract	ABC (in Php)
Manpower Services for General Support and Janitorial Services for BCDA	Php 27,490,652.04

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

2. BCDA now invites bids for the services of a Manpower Service Provider/s for aforementioned contracts, consisting of **92 personnel** who shall perform janitorial, general support and driving services.
3. Delivery of the services is required for two (2) years effective **01 May 2021 to 30 April 2022** which may be extended on a periodic month-to-month basis not to exceed an aggregate period of one (1) year. Bidders should have completed, within the last three (3) years from the date of submission and receipt of bids, a contract similar to the Project, equivalent to at least fifty percent (50%) of the ABC. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
4. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 Revised Implementing Rules and Regulations (RIRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act".
5. 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 5183.
6. Interested bidders may obtain further information from the BCDA Bids and Awards Committee (BAC) for Goods Secretariat and inspect the Bidding Documents at the address given below from **Monday to Friday, from 8:00AM to 3:00PM**.
7. A complete set of Bidding Documents may be acquired by interested Bidders starting **03 March 2021 up to 25 March 2021 from 8:00AM to 3:00PM**, except Saturdays, Sundays and holidays, and **until 9:00AM AM on 26 March 2021**, upon payment of a non-refundable fee of **Php 25,000.00** for the bidding documents, in compliance with the RIRR of RA 9184:

The complete set of bidding documents may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of BCDA (www.bcd.gov.ph), provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

8. BCDA will hold a Pre-Bid Conference (with online coverage) on **11 March 2021 at 10:00 AM** at the **2/F Bonifacio Technology Center, 31st St. cor. 2nd Avenue, Bonifacio Global City, Taguig City** and **via video conferencing through Google Meet or Zoom Meet** which shall be open to prospective bidders. To be able to **join the online pre-bid conference**, a scanned written request shall be made/emailed to the BAC Secretariat.
9. Bids must be duly submitted at the BCDA Central Receiving and Releasing Area (CRRA) or by **BAC Secretariat at 2/F Bonifacio Technology Center, 31st St. cor. 2nd Avenue, Bonifacio Global City, Taguig City** on or before **9:00 AM on 26 March 2021**. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 18**.
10. Opening of bids shall be conducted on **26 March 2021 at 10:00 AM** at the **2/F Floor Bonifacio Technology Center, 31st St. cor. 2nd Avenue, Bonifacio Global City, Taguig City**. Bids will be opened in the presence of the bidders' representatives who choose to attend the Bid Opening at the address mentioned above and at the same time, via video conferencing through Google Meet or Zoom Meet. An email invitation will be sent to bidders who purchased the bid documents.

Late bids shall not be accepted.

11. BCDA 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 Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

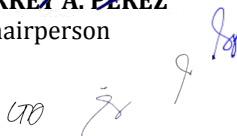
For further information, please refer to:

Mr. Raul G. Buensalida, BAC for Goods Secretariat Head, at rgbuensalida@bcd.gov.ph

BIDS AND AWARDS COMMITTEE FOR GOODS

By:


ARREY A. PEREZ
Chairperson



Section II. Instructions to Bidders

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General

1. Scope of Bid

- 1.1. The Procuring Entity named in the **BDS** invites bids for the supply and delivery of the Goods as described in Section VII. Technical Specifications.
- 1.2. The name, identification, and number of lots specific to this bidding are provided in the **BDS**. The contracting strategy and basis of evaluation of lots is described in **ITB** Clause 28.

2. Source of Funds

The Procuring Entity has a budget or has received funds from the Funding Source named in the **BDS**, and in the amount indicated in the **BDS**. It intends to apply part of the funds received for the Project, as defined in the **BDS**, to cover eligible payments under the contract.

3. Corrupt, Fraudulent, Collusive, and Coercive Practices

- 3.1. Unless otherwise specified in the **BDS**, 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. In pursuance of this policy, the Procuring Entity:
 - (a) defines, for purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA 3019.
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
 - (iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the

Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.

- (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
 - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB** Clause 3.1(a).

3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a bidder or supplier in the bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC** Clause 3.

4. Conflict of Interest

4.1. All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) below and a general conflict of

interest in any of the circumstances set out in paragraphs (d) through (g) below:

- (a) A Bidder has controlling shareholders in common with another Bidder;
- (b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
- (c) A Bidder has the same legal representative as that of another Bidder for purposes of this bid;
- (d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process;
- (e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid;
- (f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid; or
- (g) A Bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

4.2. In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity (HoPE), members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:

- (a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
- (b) If the Bidder is a partnership, to all its officers and members;
- (c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders;
- (d) If the Bidder is a cooperative, to all its officers, directors, and controlling shareholders or members; and

- (e) If the Bidder is a joint venture (JV), the provisions of items (a), (b), (c), or (d) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

Relationship of the nature described above or failure to comply with this Clause will result in the automatic disqualification of a Bidder.

5. Eligible Bidders

- 5.1. Unless otherwise provided in the **BDS**, the following persons shall be eligible to participate in this bidding:
 - (a) Duly licensed Filipino citizens/sole proprietorships;
 - (b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
 - (c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
 - (d) Cooperatives duly organized under the laws of the Philippines; and
 - (e) Persons/entities forming themselves into a Joint Venture (JV), *i.e.*, a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the JV concerned shall be at least sixty percent (60%).
- 5.2. Foreign bidders may be eligible to participate when any of the following circumstances exist, as specified in the **BDS**:
 - (a) When a Treaty or International or Executive Agreement as provided in Section 4 of RA 9184 and its IRR allow foreign bidders to participate;
 - (b) Citizens, corporations, or associations of a country, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - (c) When the Goods sought to be procured are not available from local suppliers; or
 - (d) When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Government owned or –controlled corporations (GOCCs) may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.

- 5.4. Unless otherwise provided in the **BDS**, the Bidder must have completed a Single Largest Completed Contract (SLCC) similar to the Project and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least equivalent to a percentage of the ABC stated in the **BDS**.

For this purpose, contracts similar to the Project shall be those described in the **BDS**, and completed within the relevant period stated in the Invitation to Bid and **ITB** Clause 12.1(a)(ii).

- 5.5. The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

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

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

For purposes of computing the foreign bidders' NFCC, the value of the current assets and current liabilities shall be based on their audited financial statements prepared in accordance with international financial reporting standards.

If the prospective bidder opts to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC to be bid. If issued by a foreign universal or commercial bank, it shall be confirmed or authenticated by a local universal or commercial bank.

6. Bidder's Responsibilities

- 6.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section VIII. Bidding Forms as required in **ITB** Clause 12.1(b)(iii).
- 6.2. The Bidder is responsible for the following:
- (a) Having taken steps to carefully examine all of the Bidding Documents;
 - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
 - (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;
 - (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided under **ITB** Clause 10.4.

- (e) Ensuring that it is not “blacklisted” or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
- (f) Ensuring that 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;
- (g) Authorizing the HoPE or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary’s Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
- (i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019;
- (j) Complying with existing labor laws and standards, in the case of procurement of services; Moreover, bidder undertakes to:
 - (i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

In case there is a finding by the Procuring Entity or the DOLE of underpayment or non-payment of workers’ wage and wage-related benefits, bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of Republic Act No. 9184 without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations.

- (ii) Comply with occupational safety and health standards and to correct deficiencies, if any.

In case of imminent danger, injury or death of the worker, bidder undertakes to suspend contract implementation pending clearance to proceed from the DOLE Regional Office and to comply with Work Stoppage Order; and

- (iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises; and
- (k) Ensuring that it 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.

Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

- 6.3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents.
- 6.4. It shall be the sole responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to be bid, including: (a) the location and the nature of this Project; (b) climatic conditions; (c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this Project.
- 6.5. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity. However, the Procuring Entity shall ensure that all information in the Bidding Documents, including bid/supplemental bid bulletin/s issued, are correct and consistent.
- 6.6. Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.
- 6.7. The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 6.8. The Bidder should note that the Procuring Entity will accept bids only from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

7. Origin of Goods

Unless otherwise indicated in the **BDS**, there is no restriction on the origin of goods other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, subject to **ITB** Clause 27.1.

8. Subcontracts

- 8.1. Unless otherwise specified in the **BDS**, the Bidder may subcontract portions of the Goods to an extent as may be approved by the Procuring Entity and stated in the **BDS**. However, subcontracting of any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.
- 8.2. Subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.
- 8.3. The Bidder may identify the subcontractor to whom a portion of the Goods will be subcontracted at any stage of the bidding process or during contract implementation. If the Bidder opts to disclose the name of the subcontractor during bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

Contents of Bidding Documents

9. Pre-Bid Conference

- 9.1. (a) If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.

(b) The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids, but not earlier than seven (7) calendar days from the posting of the invitation to bid/bidding documents in the PhilGEPS website. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GOP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the **BDS**.
- 9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.
- 9.3. Decisions of the BAC amending any provision of the bidding documents shall be issued in writing through a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

10. Clarification and Amendment of Bidding Documents

- 10.1. Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such request must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.
- 10.2. The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin, to be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of Bids.
- 10.3. Supplemental/Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 10.4. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS and the website of the Procuring Entity concerned, if available, and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of all Bidders who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 23.

Preparation of Bids

11. Language of Bids

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and 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. The English translation shall govern, for purposes of interpretation of the bid.

12. Documents Comprising the Bid: Eligibility and Technical Components

- 12.1. Unless otherwise indicated in the **BDS**, the first envelope shall contain the following eligibility and technical documents:
 - (a) Eligibility Documents –

Class “A” Documents:

- (i) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of the IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with section 37.1.4 of the IRR.
- (ii) Statement 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

Statement of the Bidder’s SLCC similar to the contract to be bid, in accordance with ITB Clause 5.4, within the relevant period as provided in the **BDS**.

The two statements required shall indicate for each contract the following:

- (ii.1) name of the contract;
 - (ii.2) date of the contract;
 - (ii.3) contract duration;
 - (ii.4) owner’s name and address;
 - (ii.5) kinds of Goods;
 - (ii.6) For Statement of Ongoing Contracts - amount of contract and value of outstanding contracts;
 - (ii.7) For Statement of SLCC - amount of completed contracts, adjusted by the Bidder to current prices using PSA’s consumer price index, if necessary for the purpose of meeting the SLCC requirement;
 - (ii.8) date of delivery; and
 - (ii.9) end user’s acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements.
- (iii) NFCC computation in accordance with ITB Clause 5.5 or a committed Line of Credit from a universal or commercial bank.

Class “B” Document:

- (iv) If applicable, the Joint Venture Agreement (JVA) in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners in accordance with Section 23.1(b) of the IRR.
- (b) Technical Documents –
- (i) Bid security in accordance with **ITB** Clause 18. If the Bidder opts to submit the bid security in the form of:
 - (i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
 - (i.2) a surety bond, it shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments;
 - (ii) Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents; and
 - (iii) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VIII. Bidding Forms.
 - (iv) For foreign bidders claiming eligibility by reason of their country's extension of reciprocal rights to Filipinos, a certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item or product.

13. Documents Comprising the Bid: Financial Component

- 13.1. Unless otherwise stated in the **BDS**, the financial component of the bid shall contain the following:
- (a) Financial Bid Form, which includes bid prices and the applicable Price Schedules, in accordance with **ITB** Clauses 15.1 and 15.4;
 - (b) If the Bidder claims preference as a Domestic Bidder, a certification from the DTI issued in accordance with **ITB** Clause 27, unless otherwise provided in the **BDS**; and
 - (c) Any other document related to the financial component of the bid as stated in the **BDS**.
- 13.2. (a) Unless otherwise stated in the **BDS**, all bids that exceed the ABC shall not be accepted.

- (b) Unless otherwise indicated in the **BDS**, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:
 - (i) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.
 - (ii) The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the responsible unit of the procuring entity and that the estimates reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.
 - (iii) The procuring entity has trained cost estimators on estimating prices and analyzing bid variances.
 - (iv) The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.
 - (v) The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.

14. Alternative Bids

- 14.1 Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.
- 14.2 Each Bidder shall submit only one Bid, either individually or as a partner in a JV. A Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid) will cause all the proposals with the Bidder's participation to be disqualified. This shall be without prejudice to any applicable criminal, civil and administrative penalties that may be imposed upon the persons and entities concerned.

15. Bid Prices

- 15.1. The Bidder shall complete the appropriate Schedule of Prices included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project.

- 15.2. The Bidder shall fill in rates and prices for all items of the Goods described in the Schedule of Prices. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Government, except those required by law or regulations to be accomplished.
- 15.3. The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), Delivered Duty Paid (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.
- 15.4. Prices indicated on the Price Schedule shall be entered separately in the following manner:
- (a) For Goods offered from within the Procuring Entity's country:
 - (i) The price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable);
 - (ii) The cost of all customs duties and sales and other taxes already paid or payable;
 - (iii) The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - (iv) The price of other (incidental) services, if any, listed in the **BDS**.
 - (b) For Goods offered from abroad:
 - (i) Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted 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, listed in the **BDS**.
 - (c) For Services, based on the form which may be prescribed by the Procuring Entity, in accordance with existing laws, rules and regulations
- 15.5. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or price escalation on any account. A

bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to **ITB** Clause 24.

All bid prices for the given scope of work in the contract as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances. Upon the recommendation of the Procuring Entity, price escalation may be allowed in extraordinary circumstances as may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon approval by the GPPB. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GOP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

16. Bid Currencies

16.1. Prices shall be quoted in the following currencies:

- (a) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Pesos.
- (b) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the currency(ies) stated in the **BDS**. 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 *Bangko Sentral ng Pilipinas* (BSP) reference rate bulletin on the day of the bid opening.

16.2. If so allowed in accordance with **ITB** Clause 16.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the foregoing exchange rates.

16.3. Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Pesos.

17. Bid Validity

17.1. Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.

17.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in **ITB** Clause 18 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

18. Bid Security

- 18.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount stated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Not Less than the Percentage of the ABC)
<p>(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</p> <p><i>For biddings conducted by LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	Two percent (2%)
<p>(b) 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.</p> <p><i>For biddings conducted by LGUs, Bank Draft/Guarantee, or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	Five percent (5%)

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the Bidder shall enter into contract with the procuring entity and furnish the performance security required under ITB Clause 33.2, within ten (10) calendar days from receipt of the Notice of Award, and commits to pay the corresponding amount as fine, and be suspended for a period of time from being qualified to participate in any

government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

- 18.2. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 18.3. No bid securities shall be returned to Bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest, or upon the lapse of the reglementary period to file a request for reconsideration or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the Bidder with the Lowest Calculated Responsive Bid (LCRB) has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in **ITB** Clause 18.2.
- 18.4. Upon signing and execution of the contract pursuant to **ITB** Clause 32, and the posting of the performance security pursuant to **ITB** Clause 33, the successful Bidder's bid security will be discharged, but in no case later than the bid security validity period as indicated in the **ITB** Clause 18.2.
- 18.5. The bid security may be forfeited:
 - (a) if a Bidder:
 - (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 17;
 - (ii) does not accept the correction of errors pursuant to **ITB** Clause 28.3(b);
 - (iii) has a finding against the veracity of any of the documents submitted as stated in **ITB** Clause 29.2;
 - (iv) submission of eligibility requirements containing false information or falsified documents;
 - (v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
 - (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
 - (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;
 - (viii) refusal or failure to post the required performance security within the prescribed time;

- (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
 - (x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;
 - (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
 - (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
- (b) if the successful Bidder:
- (i) fails to sign the contract in accordance with **ITB** Clause 32; or
 - (ii) fails to furnish performance security in accordance with **ITB** Clause 33.

19. Format and Signing of Bids

- 19.1. Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII. Bidding Forms on or before the deadline specified in the **ITB** Clauses 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 12.1, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.
- 19.2. Forms as mentioned in **ITB** Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 19.3. The Bidder shall prepare and submit an original of the first and second envelopes as described in **ITB** Clauses 12 and 13. In addition, the Bidder shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.4. Each and every page of the Bid Form, including the Schedule of Prices, under Section VIII hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.
- 19.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

20. Sealing and Marking of Bids

- 20.1. Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 12 in one sealed envelope marked “ORIGINAL - TECHNICAL COMPONENT”, and the original of their financial component in another sealed envelope marked “ORIGINAL - FINANCIAL COMPONENT”, sealing them all in an outer envelope marked “ORIGINAL BID”.
- 20.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. ____ - TECHNICAL COMPONENT” and “COPY NO. ____ – FINANCIAL COMPONENT” and the outer envelope as “COPY NO. ____”, respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 20.3. The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.
- 20.4. All envelopes shall:
 - (a) contain the name of the contract to be bid in capital letters;
 - (b) bear the name and address of the Bidder in capital letters;
 - (c) be addressed to the Procuring Entity’s BAC in accordance with **ITB** Clause 1.1;
 - (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and
 - (e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with **ITB** Clause 21.
- 20.5. Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

Submission and Opening of Bids

21. Deadline for Submission of Bids

Bids must be received by the Procuring Entity’s BAC at the address and on or before the date and time indicated in the **BDS**.

22. Late Bids

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to **ITB** Clause 21, shall be declared “Late” and shall

not be accepted by the Procuring Entity. The BAC shall record in the minutes of bid submission and opening, the Bidder's name, its representative and the time the late bid was submitted.

23. Modification and Withdrawal of Bids

- 23.1. The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed and properly identified in accordance with ITB Clause 20, linked to its original bid marked as "TECHNICAL MODIFICATION" or "FINANCIAL MODIFICATION" and stamped "received" by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.
- 23.2. A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Letter of Withdrawal must be executed by the duly authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.
- 23.3. Bids requested to be withdrawn in accordance with **ITB** Clause 23.1 shall be returned unopened to the Bidders. A Bidder, who has acquired the bidding documents, may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
- 23.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder's bid security, pursuant to **ITB** Clause 18.5, and the imposition of administrative, civil and criminal sanctions as prescribed by RA 9184 and its IRR.

24. Opening and Preliminary Examination of Bids

- 24.1. The BAC shall open the bids in public, immediately after the deadline for the submission and receipt of bids, as specified in the **BDS**. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the Bids submitted and reschedule the opening of Bids on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned.

- 24.2. Unless otherwise specified in the **BDS**, the BAC shall open the first bid envelopes and determine each Bidder's compliance with the documents prescribed in **ITB** Clause 12, using a non-discretionary "pass/fail" criterion. If a Bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".
- 24.3. Unless otherwise specified in the **BDS**, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated "passed". The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in **ITB** Clause 13.2, the BAC shall rate the bid concerned as "failed". Only bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation and comparison.
- 24.4. Letters of Withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened.
- 24.5. All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.
- 24.6. In the case of an eligible foreign bidder as described in **ITB** Clause 5, the following Class "A" Documents may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned, which shall likewise be uploaded and maintained in the PhilGEPS in accordance with Section 8.5.2 of the IRR:
- (a) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;
 - (b) Mayor's/Business permit issued by the local government where the principal place of business of the bidder is located; and
 - (c) Audited Financial Statements showing, among others, the prospective bidder's total and current assets and liabilities stamped "received" by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two years from the date of bid submission.
- 24.7. Each partner of a joint venture agreement shall likewise submit the requirements in **ITB** Clause 12.1(a)(i). Submission of documents required under **ITB** Clauses 12.1(a)(ii) to 12.1(a)(iii) by any of the joint venture partners constitutes compliance.

- 24.8. The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.
- 24.8 The bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids as read and the minutes of the bid opening shall be made available to the public upon written request and payment of a specified fee to recover cost of materials.
- 24.9 To ensure transparency and accurate representation of the bid submission, the BAC Secretariat shall notify in writing all bidders whose bids it has received through its PhilGEPS-registered physical address or official e-mail address. The notice shall be issued within seven (7) calendar days from the date of the bid opening.

Evaluation and Comparison of Bids

25. Process to be Confidential

- 25.1. Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the case of **ITB** Clause 26.
- 25.2. Any effort by a bidder to influence the Procuring Entity in the Procuring Entity's decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid.

26. Clarification of Bids

To assist in the evaluation, comparison, and post-qualification of the bids, the Procuring Entity may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by the Procuring Entity shall not be considered.

27. Domestic Preference

- 27.1. Unless otherwise stated in the **BDS**, the Procuring Entity will grant a margin of preference for the purpose of comparison of bids in accordance with the following:
- (a) The preference shall be applied when the lowest Foreign Bid is lower than the lowest bid offered by a Domestic Bidder.

- (b) For evaluation purposes, the lowest Foreign Bid shall be increased by fifteen percent (15%).
 - (c) In the event that the lowest bid offered by a Domestic Bidder does not exceed the lowest Foreign Bid as increased, then the Procuring Entity shall award the contract to the Domestic Bidder at the amount of the lowest Foreign Bid.
 - (d) If the Domestic Bidder refuses to accept the award of contract at the amount of the Foreign Bid within two (2) calendar days from receipt of written advice from the BAC, the Procuring Entity shall award to the bidder offering the Foreign Bid, subject to post-qualification and submission of all the documentary requirements under these Bidding Documents.
- 27.2. A Bidder may be granted preference as a Domestic Bidder subject to the certification from the DTI that the Bidder is offering unmanufactured articles, materials or supplies of the growth or production of the Philippines, or manufactured articles, materials, or supplies manufactured or to be manufactured in the Philippines substantially from articles, materials, or supplies of the growth, production, or manufacture, as the case may be, of the Philippines.

28. Detailed Evaluation and Comparison of Bids

- 28.1. The Procuring Entity will undertake the detailed evaluation and comparison of bids which have passed the opening and preliminary examination of bids, pursuant to **ITB** Clause 24, in order to determine the Lowest Calculated Bid.
- 28.2. The Lowest Calculated Bid shall be determined in two steps:
- (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
 - (b) The ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.
- 28.3. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the following in the evaluation of bids:
- (a) Completeness of the bid. Unless the **BDS** allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Procuring Entity, except those required by law or regulations to be provided for; and

- (b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
- 28.4. Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the **BDS**.
- 28.5. The Procuring Entity's evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Schedule of Prices.
- 28.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.
- 28.7. If so indicated pursuant to **ITB** Clause 1.2, Bids are being invited for individual lots or for any combination thereof, provided that all Bids and combinations of Bids shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid prices quoted shall correspond to all items specified for each lot and to all quantities specified for each item of a lot. Bid Security as required by **ITB** Clause 18 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in BDS Clause 28.3.
- 28.8. In case a tie among the financial bids are determined, a Post-Qualification Evaluation shall be conducted among the identified bidders to qualify their compliance to the machine technical specification requirements.

After the conduct of the post-qualification evaluation and it has been further determined that there is still a tie among the bids, the Procuring Entity shall exercise a "toss-coin" method to break the tie among the participating bidders.

29. Post-Qualification

- 29.1. The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 12, and 13.

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

Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.

- 29.3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.
- 29.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the HoPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.
- 29.5. A negative determination shall result in rejection of the Bidder's Bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid with a fresh period to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the LCRB is determined for recommendation for contract award.
- 29.6. Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the LCRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.
- 29.7. In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated Bid. A request for reconsideration may be filed by the bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

30. Reservation Clause

- 30.1. Notwithstanding the eligibility or post-qualification of a Bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it

submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.

30.2. Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:

- (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
- (b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
- (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
 - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HoPE;
 - (ii) If the project is no longer necessary as determined by the HoPE; and
 - (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.

30.3. In addition, the Procuring Entity may likewise declare a failure of bidding when:

- (a) No bids are received;
- (b) All prospective Bidders are declared ineligible;
- (c) All bids fail to comply with all the bid requirements or fail post-qualification; or
- (d) The bidder with the LCRB refuses, without justifiable cause to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.

Award of Contract

31. Contract Award

- 31.1. Subject to **ITB** Clause 29, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB.
- 31.2. Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award duly received by the Bidder or its representative personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.
- 31.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
 - (a) Submission of the following documents within ten (10) calendar days from receipt of the Notice of Award:
 - (i) Valid JVA, if applicable; or
 - (ii) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign Bidder;
 - (b) Posting of the performance security in accordance with **ITB** Clause 33;
 - (c) Signing of the contract as provided in **ITB** Clause 32; and
 - (d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.
- 31.4. At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified in Section VI. Schedule of Requirements.

32. Signing of the Contract

- 32.1. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 32.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to the Procuring Entity.

- 32.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 32.4. The following documents shall form part of the contract:
- (a) Contract Agreement;
 - (b) Bidding Documents;
 - (c) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - (d) Performance Security;
 - (e) Notice of Award of Contract; and
 - (f) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

33. Performance Security

- 33.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.
- 33.2. The Performance Security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. <i>For biddings conducted by the LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	Five percent (5%)

<p>(b) 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.</p> <p><i>For biddings conducted by the LGUs, the Bank Draft/Guarantee or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	<p>Thirty percent (30%)</p>

33.3. Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall have a fresh period to initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the LCRB is identified and selected for recommendation of contract award. However if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.

34. Notice to Proceed

Within seven (7) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue the Notice to Proceed (NTP) together with a copy or copies of the approved contract to the successful Bidder. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.

35. Protest Mechanism

Decisions of the procuring entity at any stage of the procurement process may be questioned in accordance with Section 55 of the IRR of RA 9184.

Section III. Bid Data Sheet

BID DATA SHEET

Bid Data Sheet

ITB Clause	
1.1	The Procuring Entity is the Bases Conversion and Development Authority (BCDA). The name of the Contract is Manpower Services for BCDA under a two-year Service Agreement (Lot 1)
1.2	The project and reference is: Manpower Services for General Support and Janitorial Services for BCDA
2	The Funding Source is: The Government of the Philippines (GOP) through BCDA's Corporate Operating Budget for 2021 in the amount of: Pesos: Twenty Seven Million Four Hundred Ninety Thousand Six Hundred Fifty-Two and 04/100 (Php27,490,652.04) for the first year only.
3.1	No further instructions.
5.1	No further instructions.
5.2	Foreign bidders, except those falling under ITB Clause 5.2(b), may not participate in this Project.
5.4	The Bidder must have completed, within the last three (3) years from the date of submission and receipt of bids: - a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC For this purpose, similar contracts shall refer to contracts involving supply of manpower services for janitorial and/or general support services.
7	No further instructions.
8.1	Subcontracting is not allowed.
8.2	Not applicable.
9.1	The Procuring Entity will hold a pre-bid conference for this Project on II March 2021 at 10:00 AM at the BCDA Corporate Center, 2 nd Floor, Bonifacio Technology Center, 31 st St. corner 2 nd Ave., Bonifacio Global City, Taguig City.
10.1	The Procuring Entity's address is: BCDA Corporate Center 2 nd Floor, Bonifacio Technology Center 31 st St. corner 2 nd Ave., Bonifacio Global City, Taguig City
12.1(a)	Additional eligibility document: (i) Valid Certificate of Registration with the Department of Labor and

	<p>Employment.</p> <p>Please refer to Section IX. Checklist of Requirements for complete list of eligibility and technical requirements.</p>
12.1(a)(ii)	The bidder's SLCC similar to the contract to be bid should have been completed within the last three (3) years prior to the deadline for the submission and receipt of bids.
13.1	No additional requirements.
13.1(b)	No further instructions.
13.1(c)	<p>Additional requirements:</p> <p>(i) Detailed Estimate/Cost Structure for each Position/Derivation of price per manpower service personnel</p> <p>(ii) List and corresponding prices of supplies, tools and equipment</p>
13.2	<p>The ABC is:</p> <p>Pesos: Twenty Seven Million Four Hundred Ninety Thousand Six Hundred Fifty-Two and 04/100 (Php27,490,652.04), inclusive of all applicable government taxes and fees, for 92 personnel for the first year only.</p> <p>Any bid with a financial component exceeding this amount shall not be accepted.</p>
15.4(a)(iv)	Administrative costs shall indicate corresponding prices of supplies, tools and equipment for Janitors/Janitress/Utility Personnel
15.4(b)	<p>Not applicable.</p> <p>No incidental services are required.</p>
16.1(b)	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.
16.3	Not applicable.
17.1	Bids will be valid for one hundred twenty (120) days from bid submission.
18.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>1. The amount of not less than Php549,813.04 (2% of ABC) if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>2. The amount of not less than Php1,374,532.60 (5% of ABC) if bid security is in Surety Bond.</p>
18.2	The bid security shall be valid for one hundred twenty (120) days from bid submission.
20.3	Each Bidder shall submit one (1) original and one (1) copy of the first and second components of its bid for each lot.

20.4	<p>There shall be two (2) big envelopes – the Original and the Copy. Inside each of the two (2) big envelopes are two (2) small envelopes – Eligibility Documents and Financial Proposals, to be MARKED as follows:</p> <table border="1" data-bbox="422 340 1372 577"> <tr> <td colspan="2">BIG Envelope (1) <u>Mark as</u> “ORIGINAL BID”</td> </tr> <tr> <td>Small Envelope</td> <td><u>Mark as</u> “ORIGINAL Eligibility Documents”</td> </tr> <tr> <td>Small Envelope</td> <td><u>Mark as</u> “ORIGINAL Financial Proposal”</td> </tr> <tr> <td> </td> <td> </td> </tr> </table> <table border="1" data-bbox="422 616 1372 853"> <tr> <td colspan="2">BIG Envelope (2) <u>Mark as</u> “COPY of BID”</td> </tr> <tr> <td>Small Envelope</td> <td><u>Mark as</u> “COPY of Eligibility Documents”</td> </tr> <tr> <td>Small Envelope</td> <td><u>Mark as</u> “COPY of Financial Proposal”</td> </tr> <tr> <td> </td> <td> </td> </tr> </table> <p>SAMPLE COVER OF ENVELOPES:</p>	BIG Envelope (1) <u>Mark as</u> “ORIGINAL BID”		Small Envelope	<u>Mark as</u> “ORIGINAL Eligibility Documents”	Small Envelope	<u>Mark as</u> “ORIGINAL Financial Proposal”			BIG Envelope (2) <u>Mark as</u> “COPY of BID”		Small Envelope	<u>Mark as</u> “COPY of Eligibility Documents”	Small Envelope	<u>Mark as</u> “COPY of Financial Proposal”		
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Small Envelope	<u>Mark as</u> “COPY of Eligibility Documents”																
Small Envelope	<u>Mark as</u> “COPY of Financial Proposal”																
21	<p>The address for submission of bids is: Central Receiving and Releasing Area (CRRA) Bases Conversion and Development Authority BCDA Corporate Center 2nd Floor, Bonifacio Technology Center 31st St. corner 2nd Ave., Bonifacio Global City, Taguig City The deadline for submission of bids is <i>on 26 March 2021 at 9:00 AM.</i></p>																

Section IV. General Conditions of Contract

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1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) “The Goods” means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- (d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) “GCC” means the General Conditions of Contract contained in this Section.
- (f) “SCC” means the Special Conditions of Contract.
- (g) “The Procuring Entity” means the organization purchasing the Goods, as named in the SCC.
- (h) “The Procuring Entity’s country” is the Philippines.
- (i) “The Supplier” means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the SCC.
- (j) The “Funding Source” means the organization named in the SCC.
- (k) “The Project Site,” where applicable, means the place or places named in the SCC.
- (l) “Day” means calendar day.
- (m) The “Effective Date” of the contract will be the date of signing the contract, however the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed and copy of the approved contract.
- (n) “Verified Report” refers to the report submitted by the Implementing Unit to the HoPE setting forth its findings as to the existence of

grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

2.1. Unless otherwise provided in the SCC, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
 - (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
 - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
 - (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or

international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

2.2. Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in **GCC** Clause 2.1(a).

3. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

4. Governing Law and Language

4.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

4.2. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

5. Notices

5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

- 5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the **SCC** for **GCC** Clause 5.1.

6. Scope of Contract

- 6.1. The Goods and Related Services to be provided shall be as specified in Section VI. Schedule of Requirements.
- 6.2. 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. Any additional requirements for the completion of this Contract shall be provided in the **SCC**.

7. Subcontracting

- 7.1. Subcontracting of any portion of the Goods, if allowed in the **BDS**, does not relieve the Supplier of any liability or obligation under this 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.
- 7.2. If subcontracting is allowed, the Supplier may identify its subcontractor during contract implementation. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

8. Procuring Entity's Responsibilities

- 8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with **GCC** Clause 6.

9. Prices

- 9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.

- 9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with **GCC** Clause 29.

10. Payment

- 10.1. Payments shall be made only upon a certification by the HoPE to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in **GCC** Clause 17.
- 10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the **SCC** provision for **GCC** Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.
- 10.3. Pursuant to **GCC** Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the schedule stated in the **SCC**.
- 10.4. Unless otherwise provided in the **SCC**, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.
- 10.5. Unless otherwise provided in the **SCC**, payments using Letter of Credit (LC), in accordance with the Guidelines issued by the GPPB, is allowed. For this purpose, the amount of provisional sum is indicated in the **SCC**. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.

11. Advance Payment and Terms of Payment

- 11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 11.2. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.
- 11.3. For Goods supplied from abroad, unless otherwise indicated in the **SCC**, the terms of payment shall be as follows:
- (a) On Contract Signature: Fifteen Percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent

amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.

- (b) On Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.
- (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

12. Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

13. Performance Security

- 13.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the **ITB** Clause 33.2.
- 13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
- 13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
 - (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
 - (b) The Supplier has no pending claims for labor and materials filed against it; and

(c) Other terms specified in the SCC.

13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14. Use of Contract Documents and Information

14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

14.2. Any document, other than this Contract itself, enumerated in GCC Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

15. Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII. Technical Specifications; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

16. Inspection and Tests

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

16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.

16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in

connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

- 16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to **GCC** Clause 5.
- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the **SCC**. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the total Contract Price or other such amount if so specified in the **SCC**. The said amounts shall only be released after the lapse of the warranty period specified in the **SCC**; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.4. 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, within the period specified in the **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **GCC** Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

18. Delays in the Supplier's Performance

- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.
- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under **GCC Clause 22**, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 18.3. Except as provided under **GCC Clause 22**, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to **GCC Clause 19**, unless an extension of time is agreed upon pursuant to **GCC Clause 29** without the application of liquidated damages.

19. Liquidated Damages

Subject to **GCC Clauses 18 and 22**, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity may rescind or terminate the Contract pursuant to **GCC Clause 23**, without prejudice to other courses of action and remedies open to it.

20. Settlement of Disputes

- 20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

- 20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.
- 20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 (“R.A. 9285”), otherwise known as the “Alternative Dispute Resolution Act of 2004.”
- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

21. Liability of the Supplier

- 21.1. The Supplier’s liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the SCC.
- 21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

22. Force Majeure

- 22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier’s delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 22.2. For purposes of this Contract the terms “*force majeure*” and “fortuitous event” may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Supplier could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

23. Termination for Default

- 23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:
- (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;
 - (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or
 - (c) The Supplier fails to perform any other obligation under the Contract.
- 23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under **GCC** Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.
- 23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

25. Termination for Convenience

- 25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.
- 25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of

Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:

- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

26. Termination for Unlawful Acts

26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- (a) Corrupt, fraudulent, and coercive practices as defined in **ITB** Clause 3.1(a);
- (b) Drawing up or using forged documents;
- (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- (d) Any other act analogous to the foregoing.

27. Procedures for Termination of Contracts

27.1. The following provisions shall govern the procedures for termination of this Contract:

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Implementing Unit, the HoPE shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:

- (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;
 - (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
 - (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
 - (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract;
 - (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
 - (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
 - (g) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE; and
 - (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

28. Assignment of Rights

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

29. Contract Amendment

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

30. Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is the Bases Conversion and Development Authority (BCDA).
1.1(i)	The Supplier is <i>[to be inserted at the time of contract award]</i> .
1.1(j)	The Funding Source is The Government of the Philippines (GOP) through BCDA's Corporate Operating Budget for 2021 in the amount of: Pesos: Twenty Seven Million Four Hundred Ninety Thousand Six Hundred Fifty-Two and 04/100 (Php27,490,652.04), inclusive of government taxes and fees, for the first year only.
1.1(k)	The Project sites are defined in Section VI. Schedule of Requirements.
2.1	No further instructions.
5.1	The Procuring Entity's address for Notices is: VIVENCIO B. DIZON President and CEO Bases Conversion and Development Authority BCDA Corporate Center, 2nd Floor, Bonifacio Technology Center 31st St. corner 2nd Ave., Bonifacio Global City, Taguig City Tel. No. (632) 575-1700 The Supplier's address for Notices is: <i>[Insert address including, name of contact, fax and telephone number]</i>
5.2	No further instructions.
6.2	The services to be provided shall be as specified in Section VII. Technical Specifications. Miscellaneous: (i) All bid prices for the duration of two (2) years shall be fixed, but may be adjusted during the contract implementation only under the following circumstances: (1) under extraordinary circumstances and upon prior approval of the Government Procurement Policy Board (GPPB) pursuant to Sec. 61.1 of the 2016 Revised Implementing Rules and Regulations of R.A. 9184; (2) in case the cost of the contract is affected by any applicable new laws, ordinances, regulations, or other acts of the Government of the Philippines (GoP) pursuant to Sec. 61.2 of the 2016 Revised Implementing Rules and Regulations of R.A. 9184; or (3) if BCDA sees the need for an increase or decrease in the number of personnel during the term of the contract pursuant to Sec. 5.2 of Appendix 23 of R.A. 9184, with the appropriate adjustment in administrative fees and applicable taxes as a result thereof in accordance with Section 12.1.4

hereof.

(ii) The number of manpower requirements and services shall increase or decrease at any time at the discretion of BCDA.

(iii) The following personnel shall render eight (8) hours of work daily, six days a week, except on legal holidays and the personnel's designated rest day:

1. Utility Supervisor
2. Janitor/Janitress/Utility Personnel/Caretaker
3. Carpenter/Maintenance Supervisor
4. Aircon Technician/Jr. Electrician
5. Skilled Maintenance Crew

(iv) The following personnel shall render eight (8) hours of work daily, five (5) days a week, from Mondays to Fridays (generally, unless otherwise requested), twenty-two (22) working days in a month, except on legal holidays and the personnel's designated rest days:

BCDA

1. Mechanic/Driver
2. Light Vehicle Driver
3. Heavy Vehicle Driver

(v) Only the actual number of workdays and man-hours spent shall be used for billing purposes.

(vi) Working days of additional manpower shall be determined depending on the need of BCDA.

(vii) The daily minimum wage rate as determined by the Regional Tripartite Wages Board and Productivity Board having jurisdiction over the area of operation shall be the benchmark for wages, where applicable.

(viii) Work authorized to be performed by personnel during legal holidays and rest days shall be compensated in accordance with the existing provisions of the Labor Code.

(ix) Services rendered beyond the required number of hours per day shall be considered overtime work subject to overtime pay.

(x) The Contractor shall ensure and guarantee that the salaries and benefits of its personnel deployed in BCDA are properly paid on time

in accordance with law. The Contractor shall acknowledge the right of BCDA to conduct payroll audit at any given time during the contract period.

(xi) The Contractor shall provide and advance the release of per diem of concerned personnel in case of approved local travels outside of their place of assignment, which shall not be subject to administrative fee. The cost appurtenant thereto shall be included in the billing statement to be charged to BCDA with the duly approved travel order from BCDA attached therein.

(xii) The daily wages shall be adjusted correspondingly if any law, order, rule or regulation is promulgated or issued increasing the minimum wage, if applicable, or providing for payment of additional employee benefits.

(xiii) The Contractor shall comply with the laws governing employee's compensation, PhilHealth, Social Security System, PagIBIG Fund, and labor standards, and other laws, rules and regulations of employment.

(xiv) The Contractor shall issue a payslip to every payday detailing the salaries received and all deductions due to each personnel.

(xv) The Contractor, in the performance of its services, shall secure and maintain at its own expense all registration, licenses or permits required by national and local laws. It shall comply with the rules and regulations of regulatory authorities and commissions. Relative thereto, the Contractor shall be required to apply for the renewal of its Certificate of Registration thirty (30) days before the expiration of its registration with DOLE if said registration will expire within the contract period. It shall submit to BCDA a certification from the DOLE that its application is in process.

(xvi) For janitorial services, the Contractor shall provide the minimum tools, equipment, supplies and materials which shall be properly accounted for BCDA (see Annex "B"). Should the industry require higher standards or if the services under the Service Agreement require such tools, equipment, supplies and materials to ensure better performance, the Contractor shall abide by such requirements. The Contractor shall maintain cleanliness of the storage space BCDA will provide to be used for equipment and other cleaning materials of the Contractor and in no instance shall said space be used for any purpose other than that for which it is intended.

(xvii) The Contractor shall maintain cleanliness of the storage space BCDA will provide to be used for equipment and other cleaning materials of the Contractor and in no instance shall said space be used for any purpose other than that for which it is intended. (for Lot 1 only)

	<p>(xviii) The Contractor shall assume full responsibility for any claim that its personnel may make by reason of their employment and in case of accident, injury or illness incurred in the line of duty.</p> <p>(xix) The Contractor shall ensure that, in case of absences, relievers and/or replacements with the same qualifications and/or competence as required by BCDA are available at all times to ensure continuous and uninterrupted service.</p> <p>(xx) BCDA shall inform the Contractor if any of its personnel has not been performing satisfactorily, has been remiss in the performance of his/her duties and/or has been found liable for committing acts detrimental to BCDA and/or the latter's Project/s, and following due process, the Contractor shall cause the replacement of the subject personnel at any time if he/she has been found guilty of such. BCDA may request the Contractor to assign/deploy such additional number of personnel as may be necessary or warranted.</p> <p>(xxi) The Contractor shall consider the minimum qualification standards and level of competence required by BCDA for the services to be performed in the hiring of personnel to be assigned at BCDA. However, the Contractor may hire the present personnel performing manpower services for BCDA.</p> <p>(xxii) The Contractor shall answer for and indemnify BCDA for the cost of any damage to or loss of BCDA's property which is due or sustained through the fault or negligence of its personnel.</p> <p>(xxiii) The Contractor's personnel shall abide by BCDA's policies, rules and regulations.</p> <p>(xxiv) The Contractor and its personnel shall hold and maintain confidential all information which may come into their possession or knowledge in connection with the performance of the services, and not make use thereof other than for the performance of the services under the Service Agreement or as mandated by BCDA. The confidentiality obligation of the Contractor and its personnel shall remain effective even beyond the termination of the Service Agreement, within reason and as provided for by law.</p> <p>(xxv) The Contractor's personnel shall submit themselves to all security and safety protocols of BCDA.</p> <p>(xxvi) The Contractor shall provide, at its own expense, uniforms for its personnel assigned to BCDA.</p> <p>(xxvii) The Contractor shall not charge BCDA administrative fee for any non-regular/non-statutory benefits it may grant its personnel, whether given in monetary or non-monetary form.</p> <p>(xxviii) The Contractor shall provide a dedicated</p>
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	<p>representative/coordinator who shall be on-call to address all concerns regarding the deployment of its personnel to BCDA.</p> <p>(xxix) Nothing herein shall be construed as establishing an employer-employee relationship between BCDA and the Contractor and the latter's employees who will be assigned to BCDA. The Contractor shall at all times be personally and directly responsible for the personnel under its employ.</p> <p>(xxx) Performance of the Contractor shall be subject to an appraisal system to be administered quarterly and shall have the composite valuation of the different departments of BCDA. The performance criteria shall include, among others, the following: (i) quality of service delivered; (ii) time management; (iii) management and suitability of personnel; (iv) contract administration and management; and (v) provision of regular progress reports.</p> <p>(xxxii) Billings shall be submitted semi-monthly within seven (7) days from cut-off date. The cut-off date shall be as follows:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Every 5th day of the succeeding month; and <input type="checkbox"/> Every 20th day of the month. <p>(xxxiii) Billings shall be based on the actual number of days worked during billing period and shall include legal holidays with corresponding items of payments.</p> <p>(xxxiiii) Except for justifiable reasons, billing shall be paid within fifteen (15) working days from date of receipt by BCDA provided all documentary requirements are complete.</p> <p>(xxxv) BCDA has the right to make the necessary deductions from the claims of the Contractor and/or the bond posted by the Contractor for the purpose by reason of non-payment or refusal by the Contractor to pay the salaries, allowances and other dues to the service personnel on time at prescribed rates provided herein and in pertinent laws.</p> <p>(xxxvi) The Contractor shall submit on a monthly basis certified true copies of proofs of payment/remittance of all its obligations under the provisions of the SSS Law, Employees Compensation Act, PhilHealth, PagIBIG Fund, and other pertinent statutes presently in force and effect.</p> <p>(xxxvii) The Contractor shall make arrangements with any reputable Philippine commercial bank to provide ATM services to its personnel through which payment of the personnel's wages shall be coursed through.</p>
10.3	No further instructions

10.4	Except for Philippine Pesos, no other currency shall be used for payment to the Supplier.
10.5	Payment using LC is not allowed.
11.3	No further instructions.
16.1	Two (2) years after acceptance by the Procuring Entity of the delivered Goods.
17.3	The period for correction of defects in the warranty period is one (1) week, for supplies.
17.4	In case the Supplier is a joint venture or consortium, all partners to the joint venture or members of the consortium shall be jointly and severally liable to the Procuring Entity

Section VI. Schedule of Requirements

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

Item No.	Description	Project Site/Place of Assignment	Quantity	Total	Delivered, Weeks/ Months		
	General Support and Janitorial Services		92	92	Two (2) years (02 May 2021 –01 May 2023)		
1	Janitorial Services		35	35			
1.1	<p>Utility Supervisor <i>Qualification Requirements:</i> <i>Education:</i> High School Graduate or completion of relevant vocational/trade course <i>Experience:</i> Two (2) years of relevant experience <i>Training:</i> None required <i>Duties and responsibilities:</i></p> <ul style="list-style-type: none"> ● Supervise the cleaning of BCDA premises. ● Monitor the attendance and work of Janitors/Utility Personnel. ● Recommend necessary repairs and maintenance work. ● Submit a report on janitorial services, repairs and maintenance work. ● Supervise movement of furniture, fixtures and equipment as may be needed. ● Attend to the administrative concerns of all contracted employees. ● Perform other related duties as may be required by BCDA. 	BCDA Offices – BGC, Taguig City	2	2			
1.2	<p>Janitors/Janitress/Utility Personnel/Caretaker <i>Qualification Requirements:</i> <i>Education:</i> Elementary School Graduate <i>Experience:</i> One (1) year of relevant experience <i>Training:</i> None required</p>		33	33			
1.2.1	<p><i>Place of Assignment:</i> BGC/PDS/Clark/SCTEX & NCC <i>Duties and responsibilities:</i> Daily Operations</p> <ul style="list-style-type: none"> ● Sweeping, mopping, spot scrubbing and polishing of all floors. Common areas such as the main lobby, ingress and egress, and waiting areas shall be serviced continuously during regular hours to guarantee cleanliness. ● Cleaning and sanitizing of comfort rooms with the use of special sanitizing and disinfecting agents in washbasins, urinals and toilet bowls. ● Dusting and cleaning of all glass tops, glass doors, window ledges, furniture and fixtures. ● Cleaning of ashtrays and trash receptacles. ● Watering of indoor plants. ● Collecting waste materials to be disposed off at designated disposal areas. ● Reporting of leaking faucets, busted bulbs. ● Assisting in the transfer/rearrangement of tables, chairs, cabinets, etc. ● Perform other related functions as may be assigned from time to time. <p>Weekly Operations</p> <ul style="list-style-type: none"> ● Washing, scrubbing, waxing and polishing of all floors. 	<p>BCDA Offices – BGC, Taguig City</p> <p>Pamayanang Diego Silang, Taguig City</p> <p>BCDA Clark Offices – Clarkfield, Pampanga</p> <p>SCTEX /New Clark City Field Offices, Tarlac</p>	10	3	10	3	26

	<ul style="list-style-type: none"> Wiping of venetian blinds, interior glass windows and doors. Cleaning of glass walls and wooden partitions. Dusting off of light fixtures. Spraying of insecticide. <p>Monthly Operations</p> <ul style="list-style-type: none"> Thorough cleaning of general areas. Removing cobwebs on all areas of the BCDA Offices. Vacuum cleaning of all demountable partitions. Wiping of ceiling boards. Cleaning of maintenance rooms and storage rooms. Grass cutting, when necessary. <p>Other Duties</p> <ul style="list-style-type: none"> Whenever required, carrying and hauling off of furniture and fixture, supplies and/or records. Assist in the grounds, buildings and utilities operations and maintenance activities. Other related duties as may be required by BCDA. 				
1.2.2	<p><i>Place of Assignment: BTP</i> <i>Duties and responsibilities:</i></p> <ul style="list-style-type: none"> Responsible for the cleanliness and overall appearance of guest rooms and service area: Clean walls, floors, fixtures on standard cleaning procedures. Sanitize toilets and bathrooms. Change/empty wastebaskets. Collect all used linens and replenish all used guest room supplies and linens. Look after the orderly make-up of the room, bed and the bathroom. Check the condition of all guestrooms, facilities and fixtures and report defects to the supervisor for corrective actions. Maintain and upkeep of perimeter surroundings and grounds of buildings & pool area. Assist in the pool maintenance. Report mechanical problems & repair works of facilities/utilities. Escort guests on inquiry of rooms & facilities. Other related duties as may be required by BCDA. 	Bataan Technology Park, Morong, Bataan	4	4	
1.2.3	<p><i>Place of Assignment:</i> BCDA staff houses in Baguio City BCDA staff houses in Clark <i>Duties and responsibilities:</i></p> <ul style="list-style-type: none"> Maintain the cleanliness and orderliness of the staff houses including buildings, storage areas, grounds and its environment. Conduct garbage collection and disposal and comply with environmental improvement and sanitation. Assist in the grounds, buildings and utilities operations and maintenance activities. Monitor the safety of all properties of BCDA at the staff houses. Report all defective furniture, fixtures and utilities such as plumbing, electrical, lighting, water pipes and others. Oversee the use of the staff house 	Baguio staff houses and Clark	2 1	3	

	<p>whenever there are guests.</p> <ul style="list-style-type: none"> • Prepare and submit daily accomplishment reports. • Perform other related duties as may be required by BCDA. 				
2	General Support Services		11	11	
2.1	<p>Mechanic/Driver</p> <p><i>Qualification Requirements:</i></p> <p><i>Education:</i> High School Graduate or completion of relevant vocational/trade course</p> <p><i>Experience:</i> Two (2) years of relevant experience</p> <p><i>Training:</i> None required</p> <p><i>Others:</i> With corresponding LTO license conditions</p> <p><i>Duties and responsibilities:</i></p> <ul style="list-style-type: none"> • Perform routine repair and maintenance work on BCDA service vehicles. • Drive BCDA vehicles for its officers and staff. • Recommend repair and maintenance work needing services of outside contractors on BCDA vehicles. • Prepare, update and maintain records pertaining to consumption on mileage, oil and gasoline in coordination with BCDA Motorpool. • Ensure adequate repair and maintenance supplies in the BCDA motorpool. • Monitor performance of all BCDA vehicles. • Prepare a report on the status of BCDA vehicles and recommend appropriate action for management's decision. <p>Perform other related duties as may be required by BCDA.</p>	BCDA Offices – BGC, Taguig City	1	1	

2.4	<p>Aircon Technician/Jr. Electrician <i>Qualification Requirements:</i> <i>Education:</i> High School Graduate or completion of relevant vocational/trade course <i>Experience:</i> Two (2) years of relevant experience <i>Training:</i> None required <i>Duties and responsibilities:</i></p> <ul style="list-style-type: none"> ● Conduct proper operation and maintenance of all electrical installations. ● Conduct proper operation and maintenance of aircon installations. ● Undertake limited repairs and replacement of defective parts of the system. ● Inspect internal installation as preventive measure against power interruptions. ● Monitor operations of all aircon installations. ● Monitor operations of all utilities equipment (light and water). ● Undertake preventive maintenance of other equipment and related electrical installations. ● Conduct regular check-up and cleaning of all aircon and refrigeration units to ensure continuous and efficient operations. ● Prepare Daily Accomplishment Report. ● Perform other related duties as may be required by BCDA. 	BCDA Offices – Clarkfield, Pampanga	1	1	
2.5	<p>Carpenter/Maintenance Supervisor <i>Qualification Requirements:</i> <i>Education:</i> High School Graduate or completion of relevant vocational/trade course <i>Experience:</i> Two (2) years of relevant experience <i>Training:</i> None required</p>		3	3	
2.5.1	<p><i>Place of Assignment: BGC / Clark</i> <i>Duties and responsibilities:</i></p> <ul style="list-style-type: none"> ● Handle all renovation, repair and upgrading of existing facilities. ● Perform carpentry works in the renovation, repair and upgrading of existing facilities. ● Undertake carpentry works pertaining to the approved projects by the administration. ● Repair and maintain all plumbing and sewer line fixtures. ● Inspect and check plumbing facilities on a regular basis, and take appropriate action including recommending remedial measures. ● Perform painting jobs. ● Prepare Daily Accomplishment Report. ● Perform other related duties as may be required by BCDA. 	<p>BCDA Offices – BGC, Taguig City</p> <p>BCDA Offices – Clarkfield, Pampanga</p>	1	3	
2.5.2	<p><i>Place of Assignment: Clark</i> <i>Duties and responsibilities:</i></p> <ul style="list-style-type: none"> ● Perform preventive and corrective maintenance (including complete disassembly) of water distribution equipment to include, but not limited to, pipe, valves, hydrants, valve control adjustments, replacement of screens, filters, etc. ● Observe electrical and mechanical systems operation and identifies equipment malfunctions and develops a plan to restore operation of this equipment. ● Make customer contact concerning required repairs/service/complaints. ● Prepare materials requisitions and estimates the cost to perform a maintenance or construction work order. ● Perform carpentry works in the renovation, repair and upgrading of existing facilities. ● Undertake carpentry works pertaining to the 	BCDA Offices – Clarkfield, Pampanga	1		

	approved projects by the Administration.				
	<ul style="list-style-type: none"> • Repair and maintain all plumbing and sewer line fixtures. • Inspect and check plumbing facilities on a regular basis, and take appropriate action including recommending remedial measures. • Perform painting jobs. • Prepare Daily Accomplishment Report. • Perform other related duties as may be required by BCDA. 				
2.6	<p>Skilled Maintenance Crew <i>Qualification Requirements:</i> <i>Education:</i> High School Graduate or completion of relevant vocational/trade course <i>Experience:</i> Two (2) years of relevant experience <i>Training:</i> None required</p>	Bataan Technology Park, Morong, Bataan	6	6	
2.6.1	<p>Driver/Maintenance Crew <i>Duties and responsibilities:</i></p> <ul style="list-style-type: none"> • Drive and ensure the safety of employees. • Ensure the proper care and maintenance of the company vehicle to ensure its running condition. • Perform repairs and preventive maintenance (change oil, greasing) of company vehicles. • Perform duties and responsibilities relative to the proper care and maintenance of buildings and other physical facilities. • Conduct regular check-ups and cleaning of all buildings and other physical facilities under his jurisdiction. • Ensure the immediate repair/rehabilitation of physical facilities through carpentry works. • Ensure that the materials needed for repair and maintenance of buildings and structures are readily available for the minor and major repair of the equipment. • Take charge in the necessary carpentry works of various offices of BTP. • Assist in all carpentry works in the repairs of existing buildings and facilities. • Perform the regular garbage collection and proper disposal of the same on the identified disposal ground in the BTP complex. • Load and dispose of cut grasses, debris and other garbage to the garbage truck. • Perform grass cutting activities using brush cutters/tractor in various areas within the Complex, roadsides, open spaces, shrines and monuments and other areas that require trimming of tall grasses. • Perform other related duties as may be required by BCDA. 		2		

2.6.2	<p>Gardener/Maintenance Crew <i>Duties and responsibilities:</i></p> <ul style="list-style-type: none"> ● Maintain the grounds and garden of BTP under minimum supervision. ● Trim shrubs and trees, water, feed, transplant and remove weeds. ● Ensure that the soil is of the right quality and in good condition to grow the plants. ● Keep the plants healthy and nourished by soil cultivation, digging, forking, mulching, watering, raking, weeding, edging, pruning, bed preparation and planting. ● Keep the borders, thoroughfares and highway footpaths clear and free from litter at all times. ● Maintain the cleanliness of gardening tools and equipment at all times. ● Perform other related duties as may be required by BCDA. 		1	
2.6.3	<p>Painter/Maintenance Crew <i>Duties and responsibilities:</i></p> <ul style="list-style-type: none"> ● Perform carpentry works in the renovation, repair and upgrading of existing facilities. ● Perform painting jobs. ● Perform duties and responsibilities relative to the proper care and maintenance of buildings and other physical facilities. ● Conduct regular check-ups and cleaning of all buildings and other physical facilities under his jurisdiction. ● Ensure the immediate repair/rehabilitation of physical facilities through carpentry works. ● Ensure that the materials needed for repair and maintenance of buildings and structures are readily available for the minor and major repair of the equipment. ● Take charge in the necessary carpentry works of various offices of BTP. ● Assist in all carpentry works in the repairs of existing buildings and facilities. ● Perform the regular garbage collection and proper disposal of the same on the identified disposal ground in the BTP complex. ● Load and dispose of cut grasses, debris and other garbage to the garbage truck. ● Perform grass cutting activities using brush cutter/tractor in various areas within the Complex, roadsides, open spaces, shrines and monuments and other areas that require trimming of tall grasses. ● Perform other related duties as may be required by BCDA. 		1	
2.6.4	<p>Plumber/Maintenance Crew <i>Duties and responsibilities:</i></p> <ul style="list-style-type: none"> ● Install water systems. ● Repair pipe systems. ● Install and maintain plumbing systems. ● Determine water supply networks and waste drainage systems. ● Observe pressure gauges to fix leaks. ● Perform scheduled maintenance. ● Ensure all installations, repairs and maintenance are properly sized, aligned, supported and grade. ● Repair and maintain all plumbing and sewer line fixtures. ● Perform other related duties as may be required by BCDA. 		1	

2.6.5	<p>Electrician/Maintenance Crew <i>Duties and responsibilities:</i></p> <ul style="list-style-type: none"> ● Perform duties and responsibilities relative to the proper care and maintenance of the electrical installations of the complex. ● Ensure the efficient lighting inside the complex. ● Repair and maintain electrical installations and electrical lines in all the functional buildings, offices, staff houses, and facilities in the BTP complex. ● Ensure the orderliness and proper lighting of all the functional buildings, offices, staff houses and facilities in and install security lights within the complex. ● Assist in the conduct of regular inspection and maintain power of the existing emergency generator. ● Ensure that the electrical supply within the complex is not disrupted even in cases of power interruption. ● Conduct monitoring of the performance of transformer and power control of deep well and booster pumps. ● Ensure proper care and maintenance of the electrical system in the complex. ● Perform other related duties as may be required by BCDA. 		1		
3	Driving Services		46	46	
3.1	<p>Light Vehicle Driver <i>Qualification Requirements:</i> <i>Education:</i> High School Graduate <i>Experience:</i> Two (2) years of relevant experience <i>Training:</i> None required <i>Others:</i> With corresponding LTO license conditions</p> <p><i>Duties and responsibilities:</i></p> <ul style="list-style-type: none"> ● Drive BCDA service vehicles. ● Practice safe driving, care and maintenance of the service vehicle assigned. ● Prepare reports on all trips undertaken. ● Ensure that the vehicle being driven is in good running condition. ● Maintain cleanliness and sanitation of vehicles. ● Prepare, update and maintain records pertaining to consumption on mileage, oil and gasoline in coordination with BCDA Motorpool. ● Coordinate with the BCDA Motorpool for various concerns pertaining to vehicle operations and repairs including gasoline request and trip tickets and other matters as may be necessary. ● Perform other related duties as may be required by BCDA. 	<p>BCDA Offices – BGC, Taguig City</p> <p>BCDA Offices - Clarkfield, Pampanga</p>	15	37	
3.2	<p>Heavy Vehicle Driver <i>Qualification Requirements:</i> <i>Education:</i> High School Graduate <i>Experience:</i> Two (2) years of relevant experience <i>Training:</i> None required <i>Others:</i> With corresponding LTO license conditions</p> <p><i>Duties and responsibilities:</i></p> <ul style="list-style-type: none"> ● Drive BCDA service vehicles. ● Practice safe driving, care and maintenance of the service vehicle assigned. ● Prepare reports on all trips undertaken. ● Ensure that the vehicle being driven is in good running condition. ● Maintain cleanliness and sanitation of 	<p>BCDA Offices – BGC, Taguig City</p> <p>BCDA Offices - Clarkfield, Pampanga</p> <p>BCDA Offices - Clarkfield, Pampanga (SCRIP)</p>	2	9	

	vehicles. <ul style="list-style-type: none"> • Prepare, update and maintain records pertaining to consumption on mileage, oil and gasoline in coordination with BCDA Motorpool. • Coordinate with the BCDA Motorpool for various concerns pertaining to vehicle operations and repairs including gasoline request and trip tickets and other matters as may be necessary. • Perform other related duties as may be required by BCDA. 				
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I hereby certify to comply and deliver all the above requirements, subject to changes based on the need of BCDA.

Name of Company/Bidder	Signature over Printed Name of Authorized Representative	Date

Section VII. Technical Specifications

TERMS OF REFERENCE

REBIDDING OF MANPOWER SERVICES FOR GENERAL SUPPORT AND JANITORIAL SERVICES FOR THE BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA) UNDER A TWO (2) – YEAR SERVICE AGREEMENT

1. General Objective

The Bases Conversion Development Authority (BCDA) seeks to procure the services of a manpower service provider/contractor to: 1) perform good housekeeping services in BCDA offices and its facilities, which includes ensuring its cleanliness and sanitation; and 2) provide the following services: a) general support services, including janitorial, estate management and maintenance services; and b) driving services.

2. Areas of Coverage/Place of Assignment

- 2.1 BCDA corporate offices and facilities in Bonifacio Global City and Pamayanang Diego Silang in Taguig City
- 2.2 BCDA corporate offices in One West Offices in Clark and field offices for New Clark City/SCTEX Projects in Pampanga and Tarlac
- 2.3 BCDA staff houses in Camp John Hay, Baguio City and Clark, Pampanga
- 2.4 Bataan Technology Park in Morong, Bataan

3. Duration of Contract

The Contract shall be for a period of two (2) years, effective **02 May 2021 to 01 May 2023**, unless otherwise terminated pursuant to causes stated in the contract.

BCDA may opt to extend the Contract on a periodic month-to-month basis but not to exceed an aggregate period of one (1) year, upon terms and condition mutually acceptable to the parties concerned, provided that all the conditions set forth in the Revised Guidelines on the Extension of Contracts for General Support Services (Appendix 24 of the 2016 Revised Implementing Rules and Regulations of R.A. No. 9184) have been complied with.

4. Approved Budget of the Contract

The Approved Budget for the Contract (ABC) shall be **Pesos: Twenty Seven Million Four Hundred Ninety Thousand Six Hundred Fifty-Two and 04/100 (Php27,490,652.04)** for the first year only. All bid prices for the duration of two (2) years shall be fixed, but may be adjusted during the contract implementation only under the following circumstances: (1) under extraordinary circumstances and upon prior approval of the Government Procurement Policy Board (GPPB) pursuant to Sec. 61.1 of the 2016 Revised Implementing Rules and Regulations of R.A. 9184; (2) in case the cost of the contract is affected by any applicable new laws, ordinances, regulations, or other acts of the Government of the Philippines (GoP) pursuant to Sec. 61.2 of the 2016 Revised Implementing Rules and Regulations of R.A. 9184;

or (3) if BCDA sees the need for an increase or decrease in the number of personnel during the term of the contract pursuant to Sec. 5.2 of Appendix 23 of R.A. 9184, with the appropriate adjustment in administrative fees and applicable taxes as a result thereof in accordance with Section 12.1.4 hereof.

5. Qualifications of the Bidders

Qualified bidders must:

5.1 Have completed, within the last three (3) years from the date of submission and receipt of bids, a contract similar to the Project, equivalent to at least fifty percent (50%) of the ABC. For this purpose, similar contracts shall refer to contracts involving supply of manpower services that include janitorial and/or general support services;

5.2 Be duly registered with the Department of Labor and Employment (DOLE);

5.3 Be duly registered with the Bureau of Internal Revenue (BIR);

5.4 Be duly registered with the Securities and Exchange Commission (SEC) for corporations and partnerships or the Department of Trade and Industry (DTI) for sole proprietorship;

5.5 Be duly registered with PhilGEPS; and

5.6 Be an active employer registered with the following agencies:

- Social Security System (SSS);
- Home Development Mutual Fund (PagIBIG Fund); and
- Philippine Health Insurance Corporation (PhilHealth).

6. Manpower Requirements

6.1 **92 personnel** to provide the following services:

- Janitorial services
- General support services
- Driving services

See attached Annex "A" (2021 BCDA General Support and Janitorial Services Manpower Requirements) for the breakdown.

6.2 The number of manpower requirements and services shall increase or decrease at any time at the discretion of BCDA.

7. Working Days/Hours

7.1 The following personnel shall render eight (8) hours of work daily, six (6) days a week, except on legal holidays and the personnel's designated rest day:

- Utility Supervisor

- Janitor/Janitress/Utility Personnel / Caretaker
- Carpenter/Maintenance Supervisor
- Aircon Technician/Jr. Electrician
- Skilled Maintenance Crew

7.2 The following personnel shall render eight (8) hours of work daily, five (5) days a week, from Mondays to Fridays (generally, unless otherwise requested), twenty-two (22) working days in a month, except on legal holidays and the personnel's designated rest days:

- Mechanic/Driver
- Light Vehicle Driver
- Heavy Vehicle Driver

7.3 Only the actual number of workdays and man-hours spent shall be used for billing purposes.

7.4 Working days of additional manpower shall be determined depending on the need of BCDA.

8. General Terms and Conditions

8.1 The daily minimum wage rate as determined by the Regional Tripartite Wages Board and Productivity Board having jurisdiction over the area of operation shall be the benchmark for wages, where applicable.

8.2 Work authorized to be performed by personnel during legal holidays and rest days shall be compensated by the Contractor in accordance with the existing provisions of the Labor Code.

8.3 Services rendered beyond the required number of hours per day pursuant to the Labor Code and other existing labor laws and issuances shall be considered overtime work subject to overtime pay.

8.4 The Contractor shall provide its personnel with compensation and benefits compliant with existing labor laws, including the necessary social security and other benefits mandated by law in addition to the direct compensation as payment of their services.

8.5 The Contractor shall ensure and guarantee that the salaries and benefits of its personnel deployed in BCDA are properly paid on time in accordance with law. The Contractor shall acknowledge the right of BCDA to conduct payroll audit at any given time during the contract period.

8.6 The Contractor shall provide and advance the release of per diem of concerned personnel in case of approved local travels outside of their place of assignment, which shall not be subject to administrative fee. The cost appurtenant thereto shall be included in the billing statement to be charged to BCDA with the duly approved travel order from BCDA attached therein.

8.7 The daily wages shall be adjusted correspondingly if any law, order, rule or regulation is promulgated or issued increasing the minimum wage, if applicable, or providing for payment of additional employee benefits.

8.8 The Contractor shall comply with the laws governing employee's compensation, social security benefits and other benefits mandated by law, as well as the labor standards and other rules and regulations governing employment.

8.9 The Contractor must conduct at its own expense pre-employment medical examination for workers to be deployed to BCDA and annual physical examination for all its personnel assigned to BCDA.

8.10 The Contractor shall issue a payslip to every payday detailing the salaries received and all deductions due to each personnel.

8.11 The Contractor, in the performance of its services, shall secure and maintain at its own expense all registration, licenses or permits required by national and local laws. It shall comply with the rules and regulations of regulatory authorities and bodies. Relative thereto, the Contractor shall be required to apply for the renewal of its Certificate of Registration thirty (30) days before the expiration of its registration with DOLE if said registration will expire within the contract period. It shall submit to BCDA a certification from the DOLE that its application is in process.

8.12 For janitorial services, the Contractor shall, at its own expense, provide the minimum tools, equipment, supplies and materials which shall be properly accounted for by BCDA (see Annex "B"). Should the industry require higher standards or if the services under the Service Agreement require such tools, equipment, supplies and materials to ensure better performance, the Contractor shall abide by such requirements.

8.13 In case of outbreak of a disease, epidemic or pandemic, the Contractor shall shoulder the cost of prevention and control measures, such as but not limited to the following: testing, disinfection facilities, hand sanitizers, personal protective equipment, signages, proper orientation and training of workers. No cost related or incidental to the prevention and control measures shall be charged directly or indirectly to its personnel or workers.

8.14 The Contractor shall maintain cleanliness of the storage space to be provided by BCDA for its equipment and other cleaning materials of the Contractor and in no instance shall said space be used for any purpose other than that for which it is intended.

8.15 The Contractor shall assume full responsibility for any claim that its personnel may make by reason of their employment and in case of accident, injury or illness incurred in the line of duty.

8.16 The Contractor shall ensure that, in case of absences of its personnel, relievers and/or replacements with the same qualifications and/or competence as required by BCDA are available at all times to ensure continuous and uninterrupted service.

8.17 BCDA shall inform the Contractor if any of its personnel has not been performing satisfactorily, has been remiss in the performance of his/her duties and/or has been found liable for committing acts detrimental to BCDA and/or the latter's Project/s, and following

due process, the Contractor shall cause the replacement of the subject personnel at any time if he/she has been found guilty of such. BCDA may request the Contractor to assign/deploy such additional number of personnel as may be necessary or warranted.

8.18 The Contractor shall consider the minimum qualification standards and level of competence required by BCDA for the services to be performed in the hiring of personnel to be assigned at BCDA, including the provision of appropriate training interventions (e.g. sanitation / cleaning essentials training, housekeeping work standards, health and safety awareness, maintaining proper personal hygiene / grooming, etc.). However, the Contractor may hire the present personnel performing manpower services for BCDA.

8.19 The Contractor shall answer for and indemnify BCDA for the cost of any damage to or loss of BCDA's property which is due or sustained through the fault or negligence of its personnel.

8.20 The Contractor's personnel shall abide by BCDA's policies, rules and regulations.

8.21 The Contractor's personnel shall submit themselves to all security and safety protocols of BCDA.

8.22 The Contractor shall not charge BCDA with administrative fee for any non-regular/non statutory benefits that may be granted to its personnel, whether in monetary or non-monetary form.

8.23 The Contractor shall provide a dedicated representative/coordinator who shall be on-call to address all concerns regarding the deployment of its personnel to BCDA.

8.24 The Contractor and its personnel shall hold and maintain confidential all information which may come into their possession or knowledge in connection with the performance of the services, and not make use thereof other than for the performance of the services under the Service Agreement or as mandated by BCDA. The confidentiality obligation of the Contractor and its personnel shall remain effective even beyond the termination of the Service Agreement, within reason and as provided for by law.

8.25 Nothing herein shall be construed as establishing an employer-employee relationship between BCDA and the Contractor and the latter's employees who will be assigned to BCDA. The Contractor shall at all times be personally and directly responsible for the personnel under its employ. Accordingly, the Contractor shall be solely responsible for compliance with existing laws, rules and regulations governing employer-employee relationship and payment of employees' compensation, benefits and other remunerations mandated by law, including all other consequences of such relationship.

8.26 The Contractor shall provide, at its own expense, uniforms for its personnel assigned to BCDA.

8.27 Performance of the Contractor shall be subject to an appraisal system to be administered quarterly and shall have the composite valuation of the different departments of BCDA. The performance criteria shall include, among others, the following: (i) quality of service delivered; (ii) time management; (iii) management and suitability of personnel; (iv) contract administration and management; and (v) provision of regular progress reports.

8.28 Based on the assessment, BCDA may pre-terminate the contract for failure of the Contractor to perform its obligations in accordance with the Guidelines on Termination of Contracts (Annex I of the 2016 Revised Implementing Rules and Regulations of R.A. No. 9184).

8.29 The procurement for manpower services must be consistent with RA 9184 and its IRR and the GPPB Guidelines on the Procurement of Security and Janitorial Services under Resolution No. 24-2007 dated 28 September 2007.

9. Billings

9.1 Billings shall be submitted semi-monthly within seven (7) days from cut-off date. The cut-off date shall be as follows:

- Every 5th day of the succeeding month; and
- Every 20th day of the month.

9.2 Billings shall be based on the actual number of days worked during billing period and shall include legal holidays with corresponding items of payments.

9.3 Except for justifiable reasons, billing shall be paid within fifteen (15) working days from date of receipt by BCDA provided that all documentary requirements are complete.

9.4 BCDA has the right to make the necessary deductions from the claims of the Contractor and/or the bond posted by the Contractor for the purpose by reason of non-payment or refusal by the Contractor to pay the salaries, allowances and other dues to the service personnel on time at prescribed rates provided herein and in pertinent laws.

10. Contributions to Pertinent Agencies

The Contractor shall submit on a monthly basis certified true copies of proofs of payment/remittance of all its obligations under the provisions of the SSS Law, Employees Compensation Act, PhilHealth, PagIBIG Fund, and other pertinent statutes presently in force and effect.

11. ATM Services

The Contractor shall make arrangements with any reputable Philippine commercial bank to provide Automated Time Machine (ATM) services to its personnel through which payment of the personnel's wages shall be coursed through.

12. Cost Components (Monthly)

12.1 There are four (4) major components of the bid price:

12.1.1 Direct Labor Cost, which includes the following:

- Basic Pay for eight (8) hours work per day;
- Five-day Incentive Leave Pay; and

- 13th Month Pay.

12.1.2 Remittances/Contributions to Government Institutions using 2021 rates:

- SSS Premium contributions;
- PhilHealth contributions;
- PagIBIG Fund contributions;
- Employees Compensation Commission (ECC); and
- Others as mandated by applicable laws.

12.1.3 Administrative Cost (supplies and materials):

- Include Cost for use of equipment, supplies, materials and other services.

12.1.4 Taxes and allowance for profit:

- 12% E-VAT as mandated by law or the applicable tax rate in accordance with law; and
- Administrative fee of not less than ten percent (10%) of the total contract cost allowed under Section 11 (b).ii of DOLE Department Order No. 174, s. 2017.

13. Scope of Work/Schedule of Requirements

13.1 Janitorial Services

13.1.1 Utility Supervisor

Qualification Requirements:

Education: High School Graduate or completion of relevant vocational/ trade course

Experience: Two (2) years of relevant experience

Training: None required

Duties and responsibilities:

- Supervise the cleaning of BCDA premises;
- Monitor the attendance and work of Janitors/Utility Personnel;
- Recommend necessary repairs and maintenance work;
- Submit report on janitorial services, repairs and maintenance work;
- Supervise movement of furniture, fixtures and equipment as may be needed;
- Attend to the administrative concerns of all contracted employees; and
- Perform other related duties as may be required by BCDA.

13.1.2 Janitors/Janitress/Utility Personnel/Caretaker

Qualification Requirements:

Education: Elementary School Graduate

Experience: One (1) year of relevant experience

Training: None required

Duties and responsibilities:

13.1.2.1 **BGC/PDS/Clark**

Daily Operations

- Sweeping, mopping, spot scrubbing and polishing of all floors. Common areas such as the main lobby, ingress and egress, and waiting areas shall be serviced continuously during regular hours to guarantee cleanliness.
- Cleaning and sanitizing of comfort rooms with the use of special sanitizing and disinfecting agents in washbasins, urinals and toilet bowls.
- Dusting and cleaning of all glass tops, glass doors, window ledges, furniture and fixtures.
- Cleaning of ashtrays and trash receptacles.
- Watering of indoor plants.
- Collecting waste materials to be disposed off at designated disposal areas.
- Reporting of leaking faucets, busted bulbs.
- Assisting in the transfer/rearrangement of tables, chairs, cabinets, etc.
- Perform other related functions as may be assigned from time to time.

Weekly Operations

- Washing, scrubbing, waxing and polishing of all floors.
- Thorough general cleaning, sanitizing and disinfecting of all washrooms and toilets.
- Wiping of venetian blinds, interior glass windows and doors.
- Cleaning of glass walls and wooden partitions.
- Dusting off of light fixtures.
- Spraying of insecticide.

Monthly Operations

- Thorough cleaning of general areas.
- Removing cobwebs on all areas of the BCDA Offices.
- Vacuum cleaning of all demountable partitions.
- Wiping of ceiling boards.
- Cleaning of maintenance rooms and storage rooms.
- Grass cutting, when necessary.

Other Duties

- Whenever required, carrying and hauling off of furniture and fixture, supplies and/or records.
- Assist in the grounds, buildings and utilities operations and maintenance activities.
- Other related duties as may be required by BCDA.

13.1.2.2 **BTP**

Responsible for the cleanliness and overall appearance of guest rooms and service area:

- Clean walls, floors, fixtures on standard cleaning procedures.
- Sanitize toilets and bathrooms.
- Change/empty wastebaskets.
- Collect all used linens and replenish all used guest room supplies and linens.
- Look after the orderly make-up of the room, bed and the bathroom.

- Check the condition of all guestrooms, facilities and fixtures and report defects to the supervisor for corrective actions.
- Maintain and upkeep of perimeter surroundings and grounds of buildings & pool area;
- Assist in the pool maintenance;
- Report mechanical problems & repair works of facilities/utilities;
- Escort guests on inquiry of rooms & facilities; and
- Other related duties as may be required by BCDA.

13.1.2.3 **BCDA staff houses in Baguio City and Clark, Pampanga**

- Maintain the cleanliness and orderliness of the staff houses including buildings, storage areas, grounds and its environment;
- Conduct garbage collection and disposal and comply with environmental improvement and sanitation;
- Assist in the grounds, buildings and utilities operations and maintenance activities;
- Monitor the safety of all properties of BCDA at the staff houses;
- Report all defective furniture, fixtures and utilities such as plumbing, electrical, lighting, water pipes and others;
- Oversee the use of the staff house whenever there are guests;
- Prepare and submit daily accomplishment report; and
- Perform other related duties as may be required by BCDA.

13.2 **General Support Services**

13.2.1.1 **Mechanic/Driver**

Qualification Requirements:

Education: High School Graduate or completion of relevant vocational/trade course

Experience: Two (2) years of relevant experience

Training: None required

Others: With corresponding LTO license conditions

Duties and responsibilities:

- Handle repair and maintenance works of BCDA service vehicles;
- Recommend repair and maintenance work needing services of outside contractor on BCDA vehicles; and
- Perform other related duties as may be required by BCDA.

13.2.1.2 **Aircon Technician/Jr. Electrician**

Qualification Requirements:

Education: High School Graduate or completion of relevant vocational/trade course

Experience: Two (2) years of relevant experience

Training: None required

Duties and responsibilities:

- Conduct proper operation and maintenance of all electrical installations;
- Conduct proper operation and maintenance of aircon installations;
- Undertake limited repairs and replacement of defective parts of the system;
- Inspect internal installation as preventive measure against power interruptions;
- Monitor operations of all aircon installations;
- Monitor operations of all utilities equipment (light and water);
- Undertake preventive maintenance of other equipment and related electrical installations;
- Conduct regular check-up and cleaning of all aircon and refrigeration units to ensure continuous and efficient operations;
- Prepare Daily Accomplishment Report; and
- Perform other related duties as may be required by BCDA.

13.2.2 **Carpenter/Maintenance Supervisor**

Qualification Requirements:

Education: High School Graduate or completion of relevant vocational/trade course

Experience: Two (2) years of relevant experience

Training: None required

Duties and responsibilities:

13.2.2.1 **BGC**

- Handle all renovation, repair and upgrading of existing facilities;
- Perform carpentry works in the renovation, repair and upgrading of existing facilities;
- Undertake carpentry works pertaining to the approved projects by the administration;
- Repair and maintain all plumbing and sewer line fixtures;
- Inspect and check plumbing facilities on a regular basis, and take appropriate action including recommending remedial measures;
- Perform painting jobs;
- Prepare Daily Accomplishment Report; and
- Perform other related duties as may be required by BCDA.

13.2.2.2 **BTP**

- Perform preventive and corrective maintenance (including complete disassembly) of water distribution equipment to include, but not limited to, pipe, valves, hydrants, valve control adjustments, replacement of screens, filters, etc.;
- Observe electrical and mechanical systems operation and identifies equipment malfunctions and develops a plan to restore operation of this equipment;
- Make customer contact concerning required repairs/service/complaints;
- Prepare materials requisitions and estimates the cost to perform a maintenance or construction work order;
- Perform carpentry works in the renovation, repair and upgrading of existing facilities;
- Undertake carpentry works pertaining to the approved projects by the Administration;
- Repair and maintain all plumbing and sewer line fixtures;

- Inspect and check plumbing facilities on a regular basis, and takes appropriate action including recommending remedial measures;
- Perform painting jobs;
- Prepare Daily Accomplishment Report; and
- Perform other related duties as may be required by BCDA.

13.2.3 **Skilled Maintenance Crew (BTP)**

Qualification Requirements:

Education: High School Graduate or completion of relevant vocational/trade course

Experience: Two (2) years of relevant experience

Training: None required

Duties and responsibilities:

13.2.3.1 **Driver/Maintenance Crew**

- Drive and ensure the safety of employees;
- Ensure the proper care and maintenance of the company vehicle to ensure its running condition;
- Perform repairs and preventive maintenance (change oil, greasing) of company vehicles;
- Perform duties and responsibilities relative to the proper care and maintenance of buildings and other physical facilities;
- Conduct regular check-ups and cleaning of all buildings and other physical facilities under his jurisdiction;
- Ensure the immediate repair/rehabilitation of physical facilities through carpentry works;
- Ensure that the materials needed for repair and maintenance of buildings and structures are readily available for the minor and major repair of the equipment;
- Take charge in the necessary carpentry works of various offices of BTP;
- Assist in all carpentry works in the repairs of existing buildings and facilities;
- Perform the regular garbage collection and proper disposal of the same on the identified disposal ground in the BTP complex;
- Load and disposes cut grasses, debris and other garbage to the garbage truck;
- Perform grass cutting activities using brush cutter/tractor in various areas within the Complex, roadsides, open spaces, shrines and monuments and other areas that requires trimming of tall grasses; and
- Perform other related duties as may be required by BCDA.

13.2.3.2 **Gardener/Maintenance Crew**

- Maintain the grounds and garden of BTP under minimum supervision;
- Trim shrubs and trees, water, feed, transplant and remove weeds;
- Ensure that the soil is of the right quality and in good condition to grow the plants;
- Keep the plants healthy and nourished by soil cultivation, digging, forking, mulching, watering raking, weeding, edging, pruning, bed preparation and planting;
- Keep the borders, thoroughfares and highway footpaths clear and free from litter at all times;

- Maintain the cleanliness of gardening tools and equipment at all times; and
- Perform other related duties as may be required by BCDA.

13.2.3.3 **Painter/Maintenance Crew**

- Perform carpentry works in the renovation, repair and upgrading of existing facilities;
- Perform painting jobs;
- Perform duties and responsibilities relative to the proper care and maintenance of buildings and other physical facilities;
- Conduct regular check-ups and cleaning of all buildings and other physical facilities under his jurisdiction;
- Ensure the immediate repair/rehabilitation of physical facilities through carpentry works;
- Ensure that the materials needed for repair and maintenance of buildings and structures are readily available for the minor and major repair of the equipment;
- Take charge in the necessary carpentry works of various offices of BTP;
- Assist in all carpentry works in the repairs of existing buildings and facilities;
- Perform the regular garbage collection and proper disposal of the same on the identified disposal ground in the BTP complex;
- Load and dispose cut grasses, debris and other garbage to the garbage truck;
- Perform grass cutting activities using brush cutter/tractor in various areas within the Complex, roadsides, open spaces, shrines and monuments and other areas that requires trimming of tall grasses; and
- Perform other related duties as may be required by BCDA.

13.2.3.4 **Plumber/Maintenance Crew**

- Install water systems;
- Repair pipe systems;
- Install and maintain plumbing systems;
- Determine water supply networks and waste drainage systems;
- Observe pressure gauges to fix leaks;
- Perform scheduled maintenance;
- Ensure all installations, repairs and maintenance are properly sized, aligned, supported and grade;
- Repair and maintain all plumbing and sewer line fixtures; and
- Perform other related duties as may be required by BCDA.

Electrician/Maintenance Crew

- Perform duties and responsibilities relative to the proper care and maintenance of the electrical installations of the complex;
- Ensure the efficient lighting inside the complex;
- Repair and maintain electrical installations and electrical lines in all the functional buildings, offices, staff houses, and facilities in the BTP complex;
- Ensure the orderliness and proper lighting of all the functional buildings, offices, staff houses and facilities in the complex and install security lights within the BTP complex;
- Assist in the conduct of regular inspection and maintain power of the existing emergency generator;

- Ensure that the electrical supply within the complex is not disrupted even in cases of power interruption;
- Conduct monitoring of the performance of transformer and power control of deep well and booster pumps;
- Ensure proper care and maintenance of electrical system in the complex; and
- Perform other related duties as may be required by BCDA.

13.3 **Driving Services**

13.3.1 **Light Vehicle Driver**

Qualification Requirements:

Education: High School Graduate

Experience: Two (2) years of relevant experience

Training: None required

Others: With corresponding LTO license conditions

Duties and responsibilities:

- Drive BCDA service vehicles;
- Practice safe driving, care and maintenance of service vehicle assigned;
- Prepare reports on all trips undertaken;
- Ensure that vehicle being driven is in good running condition;
- Maintain cleanliness and sanitation of vehicle;
- Prepare, update and maintain records pertaining to consumption on mileage, oil and gasoline in coordination with BCDA Motorpool;
- Coordinate with the BCDA Motorpool for various concerns pertaining to vehicle operations and repairs including gasoline request and trip tickets and other matters as may be necessary; and
- Perform other related duties as may be required by BCDA.

13.3.2 **Heavy Vehicle Driver**

Qualification Requirements:

Education: High School Graduate

Experience: Two (2) years of relevant experience

Training: None required

Others: With corresponding LTO license conditions

Duties and responsibilities:

- Drive BCDA service vehicles;
- Practice safe driving, care and maintenance of service vehicle assigned;
- Prepare reports on all trips undertaken;
- Ensure that vehicle being driven is in good running condition;
- Maintain cleanliness and sanitation of vehicle;
- Prepare, update and maintain records pertaining to consumption on mileage, oil and gasoline in coordination with BCDA Motorpool;

- Coordinate with the BCDA Motorpool for various concerns pertaining to vehicle operations and repairs including gasoline request and trip tickets and other matters as may be necessary; and
- Perform other related duties as may be required by BCDA.

14. Posting of Bond

The Contractor shall post in favor of BCDA a bond equivalent to the total labor cost for one (1) month for all personnel under the contract, which will answer for the wages due the personnel assigned should the Contractor fail to pay the same.

15. Performance Security

Prior to the signing of the Contract/Service Agreement, the Contractor shall post in favor of BCDA a Performance Security to guarantee its faithful performance of all obligations and undertakings under the Contract. The Performance Security shall be in an amount equal to a percentage of the total contract price in accordance with the following schedule:

15.1 Cash or cashier's/manager's check issued by a Universal or Commercial Bank. Five percent (5%);

15.2 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. Five percent (5%); or

15.3 Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security. Thirty percent (30%).

16. Liquidated Damages

16.1 In accordance with RA 9184 and its Revised IRR, the amount of liquidated damages, which shall answer for the breach of the Contractor, shall be at least equal to one-tenth of one percent (1/10 of 1%) of the cost of the unperformed portion of the Contract for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the Total Contract Price, BCDA may automatically rescind/terminate the Contract, without prejudice to other remedies it may have under the Contract and existing laws.

16.2 The amount of liquidated damages shall be deducted from any money due or which may become due to the Contractor, or collected from any securities or warranties posted by the Contractor, whichever is convenient to the BCDA.

17. Qualification, Bid Evaluation, Awarding and Other Conditions

17.1 Eligibility and Declaration of Winning Bidder

17.1.1 Only the bids of proponents declared as eligible based on the **Checklist of Requirements for Bidders** (see **Section IX** of the Bid Documents) shall be opened.

17.1.2 The eligibility requirements envelope shall be opened first and the **Technical Specifications Compliance Form** (see **Section VII** of the Bid Documents) shall be evaluated for compliance; thereafter, the financial bid/s of the eligible proponent/s who have passed the technical specifications shall be opened for evaluation.

17.1.3 The eligible proponent with the **Lowest Calculated Bid** (i.e., has complied with all technical specifications and has submitted the lowest price) shall undergo the post-qualification process.

17.1.4 After passing the post-qualification process, the proponent with the **Lowest Calculated Bid (LCB)** shall be declared as the proponent with the **Lowest Calculated Responsive Bid (LCRB)** and shall thereafter be declared as the winning bidder.

17.2 Resolution of Cases Involving a Tie among Bidders

17.2.1 In the event of a tie among bidders, BCDA shall continue the process of Bid Evaluation and Post-Qualification and only upon declaration that two or more of the bidders are determined as LCRBs will a tie be considered among the bids.

17.2.2 BCDA will bring the concerned bidders to agree on a nondiscretionary/non-discriminatory tie-breaking method or selection criteria based on sheer luck or chance.

18. Other Conditions Regarding Evaluation

18.1 BCDA reserves the right to reject any or all proposals, or to waive any defect or informality thereon or minor deviations, which do not affect the substance and validity of any or all of the proposals.

18.2 BCDA reserves the right to reject the proposal of any bidder who:

18.2.1 does not offer the required services as provided for in this Terms of Reference;

18.2.2 is discovered to have suppressed, disclosed or falsified information; or

18.2.3 failed to satisfactorily perform/complete any contract previously taken.

18.3 BCDA reserves the right to review other relevant information affecting the proponent or the proposal or the qualifications of a bidder at any stage of the procurement if BCDA has reasonable grounds to believe that a misrepresentation has been made by the said bidder, or that there has been a change in the bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the proposal documents, or any change in the situation of the proponent which affects the substance of its proposals, BCDA may disqualify the proponent from obtaining the award/contract.

18.4 Any attempt by a bidder to influence the BAC or its authorized representatives in the evaluation of the bids or contract award decisions shall result in the rejection of its bid or revocation of award as the case may be, and the application of other sanctions and remedies provided by law.

19. Immediate Provision of Services/Manpower Personnel

The winning bidder shall commit to provide the services required starting **01 May 2021** pending finalization and execution of the contract.

20. Contract Signing

Within ten (10) calendar days after the approval of the award by the President and CEO, the winning bidder shall sign a Service Agreement, which shall be subject to the review and approval by the Office of the Government Corporate Counsel (OGCC).

ANNEX “A”

2021 BCDA GENERAL SUPPORT AND JANITORIAL SERVICES MANPOWER REQUIREMENTS

POSITION TITLE	Manpower Rate (Monthly/ Daily/ No. of Workdays)	BCDA Office s - BGC, Tagui g City	BCDA Offices - Clarkfield , Pampang a	Pamayan ang Diego Silang, Taguig City	Bataan Technolog y Park, Morong Bataan	SCTEX/Ne w Clark City Field Offices, Tarlac	Staff houses, Baguio City
General Support Services							
Mechanic/Driver	14,630.00/665.00/ 22 days	1	-	-	-	-	-
Aircon Technician/Jr. Electrician	17,290.00/ 665.00/26 days	-	1	-	-	-	-
Carpenter/Maintenance Supervisor	17,290.00/ 665.00/26 days	1	2	-	-	-	-
Skilled Maintenance Crew (BTP)	16,432.00/ 632.00/26 days	-	-	-	6	-	-
Janitorial Services							
Utility Supervisor	17,290.00/ 665.00/26 days	1	1	-	-	-	-
Janitors/Janitress/Utility Personnel	14,274.00/ 549.00/26 days	10	10	3	4	3	-
Caretaker	14,274.00/ 549.00/26 days	-	1	-	-	-	2
Driving Services							
Light Vehicle Driver	13,904.00/ 632.00/22 days	15	22	-	-	-	-
Heavy Vehicle Driver	14,630.00/ 665.00/22 days	2	2	-	-	-	-
Light Vehicle Driver (SCRP)	13,904.00/ 632.00/22 days	-	5	-	-	-	-
Total		30	44	3	10	3	2
						Total	92

ANNEX “B”

2021 BCDA MANPOWER SERVICES TOOLS, EQUIPMENT, SUPPLIES AND MATERIALS

	Supplies	Quantity	BTC	Clark	BTP	JH	Unit
	TOOLS AND EQUIPMENT						
1	Floor Polisher Machine, brand new, heavy duty, Low speed, brush pad 16", 1HP, brush speed 200rpm, motor speed 1725	5	1	2	1	1	Unit
2	Misting Machine, brand new, color blue, 4 liters tank cap, electrically operated	5	2	2	1	-	Unit
3	Vacuum Cleaner, brand new, heavy duty, 30 liters cap, wet and dry	7	2	2	1	2	Unit
4	Mop squeezer(hard plastic), 36 liters capacity, color yellow	4	1	1	1	1	Unit
5	Squeegee, Stainless Steel Glass Window Squeegee with Detachable 12 Inch Blade 6.4 Inch	7	2	2	1	2	set
6	Push Cart (37 x 24 x 5.75 in, 660 lbs cap)	5	2	2	1	-	Unit
7	Hand trolley, 300 kg caps	2	1	1	-	-	Unit
8	Rake (5ft, no-slip grip)	4	1	1	1	1	pc.
9	Multi-Head System MHC1502 15 in. 56 volt Battery Edger/Trimmer Kit (Battery & Charge)	5	1	1	1	2	Unit
10	Grass Shears (Black, long handle)	8	2	2	2	2	pc.
11	Itak/Bolo, at least wooden handle, 10 inch, one sided blade)	8	2	2	2	2	pc.
	MONTHLY SUPPLIES & MATERIALS						
1	Forward (Floor Cleaner Disinfectant) (5L/1.32 Gal)	16	6	6	2	2	gal.
2	Car air sanitation gel (Plastic container, 120ML)	60	30	24	6	-	bot.
3	Disinfectant solution (for misting), organic	10	4	4	2	-	gal.
4	Wax Stripper	9	4	4	1	-	gal.
5	Floor Sealer (1 Gallon/All types of floor; Vinyl, Rubber, linoleum)	7	3	3	1	-	gal.
6	Carpet Shampoo	3	2	1	-	-	gal.
7	Polishing Pad (white) - w/ Center Hole; Round; 16in	8	3	3	2	-	gal.
8	Polishing Pad (green) - w/ center hole; round; 16in	5	2	2	1	-	gal.
9	Polishing Pad (black) - single sided; 16 in	5	2	2	1	-	gal.
10	Toilet Bowl Cleaner	6	2	2	1	1	gal.
11	Powdered Soap	39	15	15	6	3	kg.
12	Hand Soap, w/ moisturizer	39	10	20	6	3	bot.
13	Detergent Bar	3	-	-	3	-	bar
14	Rags/Pranella Cloth	15	6	5	2	2	yrds.
15	Deodorant Cake	8	3	3	1	1	pack
16	Glass Cleaner	7	2	2	1	2	gal.

17	Fabric Conditioner, scented	10	3	3	2	2	gal.
18	Air Freshener	5	2	1	1	1	gal.
19	Furniture Polish	4	1	1	1	1	liter
20	Dishwashing Liquid	23	10	5	4	4	liter
21	Dishwashing Pad (one-sided)	8	2	2	2	2	pc.
22	Insecticide, water-based	17	8	5	4	-	can
23	Cloth Gloves	3	-	-	3	-	pair
24	Laundry Gloves	3	-	-	3	-	pair
25	Rubber Gloves	9	3	2	2	2	pair
26	Tissue Paper, double ply	248	100	100	24	24	roll
27	Paper Towel	145	50	50	15	30	pack
28	Trash Bag (XL) * 100/pack	40	20	10	5	5	pack
29	Trash bag (Med) * 100/pack	10	7	3	-	-	pack
SEMESTRAL SUPPLIES & MATERIALS							
1	Mop Head (16 oz yellow yarn)	24	10	10	4	-	pc.
2	Mop Handle (Aluminum) (Red; 1.4 m)	19	8	8	3	-	pc.
3	Dust Mop Head (24 inch; cotton)	10	4	4	2	-	pc.
4	Dust Mop Handle (54 inch steel)	3	1	1	1	-	pc.
5	Dust Mop Frame (24 inch steel)	6	2	2	2	-	pc.
6	Dust Pan (hard plastic)	28	8	8	8	4	pc.
7	Stick Broom, Plastic Handle, 1.26 mm long	32	8	8	12	4	pc.
8	Soft Broom	40	12	12	12	4	pc.
9	Toilet Bowl Brush with handle	12	6	4	2	-	pc.
10	Spray Bottle, plastic, 1 liter cap	24	12	5	5	2	pc.
11	Face Mask	18	6	3	6	3	box
12	Polishing Pad Holder (16 in w/bracket)	6	2	2	1	1	pc.
13	Polishing Brush (Abrasive, round)	2					pc.

Section VIII. Bidding Forms

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Financial Proposal Form

Date: _____
 Invitation to Bid No.: _____

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

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Rebid for the Manpower Services in BCDA** in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Name and address of agent		Amount and Currency		Purpose of Commission or gratuity
(if none, state "None")				

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

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

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

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

and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the Name of Project of the Name of the Procuring Entity [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Name of Project of the Name of the Procuring Entity].

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

Dated this _____ day of _____ 20_____.

[signature] _____ [in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Detailed Estimate/Cost Structure for each Position/Derivation of Price per Manpower Service Personnel

Procurement of Manpower Services for BCDA										
LOT 1: GENERAL SUPPORT AND JANITORIAL SERVICES										
COST STRUCTURE FOR EACH POSITION										
POSITION	General Support Services				Janitorial Services			Driving Services		TOTAL
	Mechanic/ Driver	Arcon Technician/ Junior Electrician	Capitrol/ Maintenance Supervisor	Skilled Maintenance Crew	Utility Supervisor	Janitor/ Janress/ Utility Personnel	Caretaker	Light Vehicle Driver	Heavy Vehicle Driver	
NUMBER OF WORKING DAYS IN A MO.	22	26	26	26	26	26	26	22	22	
DAILY RATE	665.00	665.00	665.00	632.00	665.00	549.00	549.00	632.00	665.00	
DIRECT LABOR COST										
Monthly Basic Pay	14,630.00	17,290.00	17,290.00	16,432.00	17,290.00	14,274.00	14,274.00	13,904.00	14,630.00	
Monthly COLA										
5 Day Incentive Pay										
13th Month Pay										
A. TOTAL DIRECT LABOR COST										
DUE TO GOVERNMENT										
SSS/ER SHARE										
PHILHEALTH/ER SHARE										
EMPLOYEE COMPENSATION										
PAG-IBIG/ER SHARE										
B. TOTAL DUE TO GOVERNMENT										
C. TOTAL LABOR COST PER HEAD PER MO.										
D. MULTIPLIED BY NO. OF PERSONNEL	1	1	3	6	2	30	3	42	4	92
E. TOTAL LABOR COST PER MONTH										
F. Administrative cost (supplies & materials)							X			
G. TAXES AND PROFIT MARGIN										
G.1 PROFIT (10%) ¹										
BILLING PER MONTH ²										
G. 2 E-WAT (12%) ³										
H. CONTRACT RATE PER MO. PER POSITION										
I. TOTAL CONTRACT PRICE PER MONTH										
J. TOTAL CONTRACT PRICE PER YEAR										
CONTRACT PRICE PER MO. PER EMPLOYEE:										

Name of Company/Bidder	Signature over Printed Name of Authorized Representative	Date
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List and corresponding prices of supplies, tools and equipment

	Supplies	QTY	BTC	Clark	BTP	JH	Unit	Cost Per Unit	Total Cost of Equipt Type	Total Cost of Equipt Type Per Month
TOOLS AND EQUIPMENT										
1	Floor Polisher Machine, brand new, heavy duty, Low speed, brush pad 16", 1HP, brush speed 200rpm, motor speed 1725	5	1	2	1	1	Unit			
2	Misting Machine, brand new, color blue, 4 liters tank cap, electrically operated	5	2	2	1	-	Unit			
3	Vacuum Cleaner, brand new, heavy duty, 30 liters cap, wet and dry	7	2	2	1	2	Unit			
4	Mop squeezer(hard plastic), 36 liters capacity, color yellow	4	1	1	1	1	Unit			
5	Squeegee, Stainless Steel Glass Window Squeegee with Detachable 12 Inch Blade 6.4 Inch	7	2	2	1	2	set			
6	Push Cart (37 x 24 x 5.75 in, 660 lbs cap)	5	2	2	1	-	Unit			
7	Hand trolley, 300 kg caps	2	1	1	-	-	Unit			
8	Rake (5ft, no-slip grip)	4	1	1	1	1	pc.			
9	Multi-Head System MHC1502 15 in. 56 volt Battery Edger/Trimmer Kit (Battery & Charge)	5	1	1	1	2	Unit			
10	Grass Shears (Black, long handle)	8	2	2	2	2	pc.			
11	Itak/Bolo, at least wooden handle, 10 inch, one sided blade)	8	2	2	2	2	pc.			
MONTHLY SUPPLIES & MATERIALS										
1	Forward (Floor Cleaner Disinfectant) (5L/1.32 Gal)	16	6	6	2	2	gal.			
2	Car air sanitation gel (Plastic container, 120ML)	60	30	24	6	-	bot.			
3	Disinfectant solution (for misting), organic	10	4	4	2	-	gal.			
4	Wax Stripper	9	4	4	1	-	gal.			
5	Floor Sealer (1 Gallon/All types of floor; Vinyl, Rubber, linoleum)	7	3	3	1	-	gal.			
6	Carpet Shampoo	3	2	1	-	-	gal.			
7	Polishing Pad (white) - w/ Center Hole; Round; 16in	8	3	3	2	-	gal.			
8	Polishing Pad (green) - w/ center hole; round; 16in	5	2	2	1	-	gal.			
9	Polishing Pad (black) - single sided; 16 in	5	2	2	1	-	gal.			

10	Toilet Bowl Cleaner	6	2	2	1	1	gal.			
11	Powdered Soap	39	15	15	6	3	kg.			
12	Hand Soap, w/ moisturizer	39	10	20	6	3	bot.			
13	Detergent Bar	3	-	-	3	-	bar			
14	Rags/Pranella Cloth	15	6	5	2	2	yrds.			
15	Deodorant Cake	8	3	3	1	1	pack			
16	Glass Cleaner	7	2	2	1	2	gal.			
17	Fabric Conditioner, scented	10	3	3	2	2	gal.			
18	Air Freshener	5	2	1	1	1	gal.			
19	Furniture Polish	4	1	1	1	1	liter			
20	Dishwashing Liquid	23	10	5	4	4	liter			
21	Dishwashing Pad (one-sided)	8	2	2	2	2	pc.			
22	Insecticide, water-based	17	8	5	4	-	can			
23	Cloth Gloves	3	-	-	3	-	pair			
24	Laundry Gloves	3	-	-	3	-	pair			
25	Rubber Gloves	9	3	2	2	2	pair			
26	Tissue Paper, double ply	248	100	100	24	24	roll			
27	Paper Towel	145	50	50	15	30	pack			
28	Trash Bag (XL) * 100/pack	40	20	10	5	5	pack			
29	Trash bag (Med) * 100/pack	10	7	3	-	-	pack			
SEMESTRAL SUPPLIES & MATERIALS										
1	Mop Head (16 oz yellow yarn)	24	10	10	4	-	pc.			
2	Mop Handle (Aluminum) (Red; 1.4 m)	19	8	8	3	-	pc.			
3	Dust Mop Head (24 inch; cotton)	10	4	4	2	-	pc.			
4	Dust Mop Handle (54 inch steel)	3	1	1	1	-	pc.			
5	Dust Mop Frame (24 inch steel)	6	2	2	2	-	pc.			
6	Dust Pan (hard plastic)	28	8	8	8	4	pc.			
7	Stick Broom, Plastic Handle, 1.26 m long	32	8	8	12	4	pc.			
8	Soft Broom	40	12	12	12	4	pc.			
9	Toilet Bowl Brush with handle	12	6	4	2	-	pc.			
10	Spray Bottle, plastic, 1 liter cap	24	12	5	5	2	pc.			
11	Face Mask	18	6	3	6	3	box			
12	Polishing Pad Holder (16 in w/bracket)	6	2	2	1	1	pc.			
13	Polishing Brush (Abrasive, round)	2					pc.			
								TOTAL COST PER MONTH		
								TOTAL # OF JANITORS/ UTILITY PERSONNEL		
								TOTAL COST PER JANITOR PER MONTH		

Name of Company/Bidder	Signature over Printed Name of Authorized Representative	Date

Technical Specifications Form (Lot 1)

Item	Specification	Statement of Compliance (Comply/Not Comply)
1	The Contractor shall provide the following services:	
1.1	Perform good housekeeping services in BCDA offices and its facilities, which includes ensuring its cleanliness and sanitation; and	
1.2	Provide the following services:	
1.2.1	a) Janitorial Services (with housekeeping plan);	
1.2.2	b) General support services including estate management and maintenance services; and	
1.2.3	c) Driving services (compliant with the BCDA's Driver Manual).	
2	Areas of Coverage/Place of Assignment:	
2.1	1) BCDA corporate offices and facilities in Bonifacio Global City and Pamayanang Diego Silang in Taguig City	
2.2	2) BCDA field offices for SCTEX/New Clark City Projects in Pampanga and Tarlac	
2.3	3) BCDA staff houses in Camp John Hay, Baguio City and Clarkfield, Pampanga	
2.4	4) Bataan Technology Park in Morong, Bataan	
3	Contract period of two (2) years	
3.1	Effective 01 May 2021 to 30 April 2022 , unless otherwise terminated pursuant to causes stated in the contract.	
3.2	BCDA may opt to extend the Contract on a periodic month-to-month basis but not to exceed an aggregate period of one (1) year, upon terms and condition mutually acceptable to the parties concerned, provided that all the conditions set forth in the Revised Guidelines on the Extension of Contracts for General Support Services (Appendix 24 of the 2016 Revised Implementing Rules and Regulations of R.A. No. 9184) have been complied with.	
4	All bid prices for the duration of two (2) years shall be fixed, but may be adjusted during the contract implementation only under the following circumstances: (1) under extraordinary	

	<p>circumstances and upon prior approval of the Government Procurement Policy Board (GPPB) pursuant to Sec. 61.1 of the 2016 Revised Implementing Rules and Regulations of R.A. 9184;</p> <p>(2) in case the cost of the contract is affected by any applicable new laws, ordinances, regulations, or other acts of the Government of the Philippines (GoP) pursuant to Sec. 61.2 of the 2016 Revised Implementing Rules and Regulations of R.A. 9184;</p> <p>or (3) if BCDA sees the need for an increase or decrease in the number of personnel during the term of the contract pursuant to Sec. 5.2 of Appendix 23 of R.A. 9184, with the appropriate adjustment in administrative fees and applicable taxes as a result thereof in accordance with Section 12.1.4 hereof.</p>	
5	Qualifications of the Bidders	
5.1	Have completed, within the last three (3) years from the date of submission and receipt of bids, a contract similar to the Project, equivalent to at least fifty percent (50%) of the ABC. For this purpose, similar contracts shall refer to contracts involving supply of manpower services that include janitorial and/or general support services.	
5.2	Must be duly registered with the Department of Labor and Employment (DOLE).	
5.3	Must be duly registered with the Bureau of Internal Revenue (BIR).	
5.4	Must be duly registered with the Securities and Exchange Commission (SEC) for Corporations and partnerships or the Department of Trade and Industry (DTI) for sole proprietorship.	
5.5	Must be duly registered with PhilGEPS.	
5.6	<p>Must be an active employer registered with the following agencies:</p> <p>1) Social Security System (SSS);</p> <p>2) Home Development Mutual Fund (PagIBIG Fund); and</p> <p>3) Philippine Health Insurance Corporation (PhilHealth).</p>	
6	Manpower requirement of 92 personnel consisting of:	
6.1	1) Janitorial personnel (35)	
6.1.1	- Utility Supervisor (2)	
6.1.2	- Janitors/ Janitress/ Utility Personnel (30)	

6.2	- Caretaker (3)	
	2) General support personnel (11)	
6.2.1	- Mechanic/Driver (1)	
6.2.2	- Aircon Technician/Jr. Electrician (1)	
6.2.3	- Carpenter/Maintenance (3)	
6.2.4	- Skilled Maintenance Crew (6)	
6.2.5	3) Driving Services (46)	
6.2.6	- Light Vehicle Driver (42)	
6.3	- Heavy Vehicle Driver (4)	
6.3.1	The number of manpower requirements and services shall increase or decrease at any time at the discretion of BCDA.	
6.3.2	Working days/hours	
7	The following personnel shall render eight (8) hours of work daily, six (6) days a week, except on legal holidays and the personnel's designated rest day:	
7.1	- Utility Supervisor	
7.2	- Janitors/Janitress/Utility Personnel - Caretaker	
7.3	- Carpenter/Maintenance Supervisor	
7.4	- Aircon Technician/Jr. Electrician	
7.5	- Skilled Maintenance Crew	
8	The following personnel shall render eight (8) hours of work daily, five (5) days a week, from Mondays to Fridays (generally, unless otherwise requested), twenty-two (22) working days in a month, except on legal holidays and the personnel's designated rest days:	
8.1	- Mechanic/Driver	
8.2	- Heavy Vehicle Driver	
8.3	- Light Vehicle Driver	
9	Only the actual number of workdays and man-hours spent shall be used for billing purposes.	
9.1	- Working days of additional manpower shall be determined depending on the need of BCDA.	
9.2	- Rates per service personnel:	
9.2.1	1) Utility Supervisor – Php 17,290.00 (@26 days/mo.)	

9.2.2	2) Janitors/Janitress/Utility Personnel/Caretaker – Php 14,274.00 (@26 days/mo.)	
9.2.3	3) Heavy Vehicle Driver – Php 14,630.00 00 (@22 days/mo.)	
9.2.4	4) Light Vehicle Driver – Php 13,904.00 00 (@22 days/mo.)	
9.2.5	5) Mechanic/Driver – Php 14,630.00 (@22 days/mo.)	
9.2.6	6) Aircon Technician/Jr. Electrician – Php 17,290.00 (@26 days/mo.)	
9.2.7	7) Carpenter/Maintenance Supervisor – Php 17,290.00 (@26 days/mo.)	
9.2.8	8) Skilled Maintenance Crew – Php 16,432.00 (@26 days/mo.)	
10	The daily minimum wage rate as determined by the Regional Tripartite Wages Board and Productivity Board having jurisdiction over the area of operation shall be the benchmark for wages, where applicable.	
11	Work authorized to be performed by personnel during legal holidays and rest days shall be compensated by the Contractor in accordance with the existing provisions of the Labor Code.	
12	Services rendered beyond the required number of hours per day pursuant to the Labor Code and other existing labor laws or issuances shall be considered overtime work subject to overtime pay.	
13	The Contractor shall provide its personnel with compensation and benefits compliant with existing labor laws, including the necessary social security and other benefits mandated by law in addition to the direct compensation as payment for their services.	
14	The Contractor shall ensure and guarantee that the salaries and benefits of its personnel deployed in BCDA are properly paid on time in accordance with law. The Contractor shall acknowledge the right of BCDA to conduct payroll audit at any given time during the contract period.	
15	The Contractor shall provide and advance the release of per diem of concerned personnel in case of approved local travels outside of their place of assignment, which shall not be subject to administrative fee. The cost appurtenant thereto shall be included in the billing statement to be charged to BCDA with the duly approved travel order from BCDA attached therein.	
16	The daily wages shall be adjusted correspondingly if any law, order, rule or regulation is promulgated or issued increasing the minimum wage, if applicable, or providing for payment of additional employee	

	benefits.	
17	The Contractor shall comply with the laws governing employee's compensation, security benefits and other benefits mandated by law, as well as the labor standards and other rules and laws governing employment.	
18	The Contractor must conduct at its own expense pre-employment medical examination for new workers to be deployed to BCDA and annual physical examination for all its personnel assigned to BCDA.	
19	The Contractor shall issue a payslip to every payday detailing the salaries received and all deductions due to each personnel.	
20	The Contractor, in the performance of its services, shall secure and maintain at its own expense all registration, licenses or permits required by national and local laws. It shall comply with the rules and regulations of regulatory authorities and bodies. Relative thereto, the Contractor shall be required to apply for the renewal of its Certificate of Registration thirty (30) days before the expiration of its registration with DOLE if said registration will expire within the contract period. It shall submit to BCDA a certification from the DOLE that its application is in process.	
21	For janitorial services, the Contractor shall, at its own expense, provide the minimum tools, equipment, supplies and materials which shall be properly accounted for by BCDA. Should the industry require higher standards or if the services under the Service Agreement require such tools, equipment, supplies and materials to ensure better performance, the Contractor shall abide by such requirements.	
22	In case of outbreak of a disease, epidemic or pandemic, the Contractor shall shoulder the cost of prevention and control measures, such as but not limited to the following: testing, disinfection facilities, hand sanitizers, personal protective equipment, signages, proper orientation and training of workers. No cost related or incidental to the prevention and control measures shall be charged directly or indirectly to its personnel or workers.	
23	The Contractor shall maintain cleanliness of the storage space to be provided by BCDA for its equipment and other cleaning materials and in no instance shall said space be used for any purpose other than that for which it is intended.	
24	The Contractor shall assume full responsibility for any claim that its personnel may make by reason of	

	their employment and in case of accident, injury or illness incurred in the line of duty.	
25	The Contractor shall ensure that, in case of absences of its personnel, relievers and/or replacements with the same qualifications and/or competence as required by BCDA are available at all times to ensure continuous and uninterrupted service.	
26	BCDA shall inform the Contractor if any of its personnel has not been performing satisfactorily, has been remiss in the performance of his/her duties and/or has been found liable for committing acts detrimental to BCDA and/or the latter's Project/s, and following due process, the Contractor shall cause the replacement of the subject personnel at any time if he/she has been found guilty of such. BCDA may request the Contractor to assign/deploy such additional number of personnel as may be necessary or warranted.	
27	The Contractor shall consider the minimum qualification standards and level of competence required by BCDA for the services to be performed in the hiring of personnel to be assigned at BCDA, including the provision of appropriate training interventions (e.g. sanitation / cleaning essentials training, housekeeping work standards, health and safety awareness, maintaining proper personal hygiene / grooming, etc.). However, the Contractor may hire the present personnel performing manpower services for BCDA.	
28	The Contractor shall answer for and indemnify BCDA for the cost of any damage to or loss of BCDA's property which is due or sustained through the fault or negligence of its personnel.	
29	The Contractor's personnel shall abide by BCDA's policies, rules and regulations.	
30	The Contractor's personnel shall submit themselves to all security and safety protocols of BCDA.	
31	The Contractor shall not charge BCDA with administrative fee for any non-regular/non statutory benefits that may be granted to its personnel, whether in monetary or nonmonetary form.	
32	The Contractor shall provide a dedicated representative/coordinator who shall be on-call to address all concerns regarding the deployment of its personnel to BCDA.	
33	The Contractor and its personnel shall hold and maintain confidential all information which may come into their possession or knowledge in connection with the performance of the services, and not make use thereof other than for the performance	

	of the services under the Service Agreement or as mandated by BCDA. The confidentiality obligation of the Contractor and its personnel shall remain effective even beyond the termination of the Service Agreement, within reason and as provided for by law.	
34	Nothing herein shall be construed as establishing an employer-employee relationship between BCDA and the Contractor and the latter's employees who will be assigned to BCDA. The Contractor shall at all times be personally and directly responsible for the personnel under its employ. Accordingly, the Contractor shall be solely responsible for compliance with existing laws, rules and regulations governing employer-employee relationship and payment of employees' compensation, benefits, and other remunerations mandated by law, including all other consequences of such relationship.	
35	The Contractor shall provide, at its own expense, two (2) sets of uniforms for its personnel assigned to BCDA.	
36	Performance of the Contractor shall be subject to an appraisal system to be administered quarterly and shall have the composite valuation of the different departments of BCDA. The performance criteria shall include, among others, the following: (i) quality of service delivered; (ii) time management; (iii) management and suitability of personnel; (iv) contract administration and management; and (v) provision of regular progress reports.	
37	Based on the assessment, BCDA may pre-terminate the contract for failure of the Contractor to perform its obligations in accordance with the Guidelines on Termination of Contracts (Annex I of the 2016 Revised Implementing Rules and Regulations of R.A. No. 9184)	
38	Tools and Equipment	
	<i>Floor Polisher Machine, brand new, heavy duty, Low speed, brush pad 16", 1HP, brush speed 200rpm, motor speed 1725</i>	
	<i>Misting Machine, brand new, color blue, 4 liters tank cap, electrically operated</i>	
	<i>Vacuum Cleaner, brand new, heavy duty, 30 liters cap, wet and dry</i>	
	<i>Mop squeezer(hard plastic), 36 liters capacity, color yellow</i>	
	<i>Squeegee, Stainless Steel Glass Window Squeegee with Detachable 12 Inch Blade 6.4 Inch</i>	
	<i>Push Cart (37 x 24 x 5.75 in, 660 lbs cap)</i>	
	<i>Hand trolley, 300 kg caps</i>	

	<i>Rake (5ft, no-slip grip)</i>	
	<i>Multi-Head System MHC1502 15 in. 56 volt Battery Edger/Trimmer Kit (Battery & Charge)</i>	
	<i>Grass Shears (Black, long handle)</i>	
	<i>Itak/Bolo, at least wooden handle, 10 inch, one sided blade)</i>	
	MONTHLY SUPPLIES & MATERIALS	
	<i>Forward (Floor Cleaner Disinfectant) (5L/1.32 Gal)</i>	
	<i>Car air sanitation gel (Plastic container, 120ML)</i>	
	<i>Disinfectant solution (for misting), organic</i>	
	<i>Wax Stripper</i>	
	<i>Floor Sealer (1 Gallon/All types of floor; Vinyl, Rubber, linoleum)</i>	
	<i>Carpet Shampoo</i>	
	<i>Polishing Pad (white) - w/ Center Hole; Round; 16in</i>	
	<i>Polishing Pad (green) - w/ center hole; round; 16in</i>	
	<i>Polishing Pad (black) - single sided; 16 in</i>	
	<i>Toilet Bowl Cleaner</i>	
	<i>Powdered Soap</i>	
	<i>Hand Soap, w/ moisturizer</i>	
	<i>Detergent Bar</i>	
	<i>Rags/Pranella Cloth</i>	
	<i>Deodorant Cake</i>	
	<i>Glass Cleaner</i>	
	<i>Fabric Conditioner, scented</i>	
	<i>Air Freshener</i>	
	<i>Furniture Polish</i>	
	<i>Dishwashing Liquid</i>	
	<i>Dishwashing Pad (one-sided)</i>	
	<i>Insecticide, water-based</i>	
	<i>Cloth Gloves</i>	
	<i>Laundry Gloves</i>	
	<i>Rubber Gloves</i>	
	<i>Tissue Paper, double ply</i>	
	<i>Paper Towel</i>	
	<i>Trash Bag (XL) * 100/pack</i>	
	<i>Trash bag (Med) * 100/pack</i>	
	SEMESTRAL SUPPLIES & MATERIALS	
	<i>Mop Head (16 oz yellow yarn)</i>	
	<i>Mop Handle (Aluminum) (Red; 1.4 m)</i>	
	<i>Dust Mop Head (24 inch; cotton)</i>	
	<i>Dust Mop Handle (54 inch steel)</i>	
	<i>Dust Mop Frame (24 inch steel)</i>	
	<i>Dust Pan (hard plastic)</i>	
	<i>Stick Broom, Plastic Handle, 1.26 m long</i>	
	<i>Soft Broom</i>	
	<i>Toilet Bowl Brush with handle</i>	
	<i>Spray Bottle, plastic, 1 liter cap</i>	

	<i>Face Mask</i>	
	<i>Polishing Pad Holder (16 in w/bracket)</i>	
	<i>Polishing Brush (Abrasive, round)</i>	
39	Billings	
39.1	Billings shall be submitted semi-monthly within seven (7) days from cut-off date. The cut-off date shall be as follows:	
39.1.1	Every 5 th day of the succeeding month	
39.1.2	Every 20 th day of the month	
39.1.3	Billings shall be based on the actual number of days worked during billing period and shall include legal holidays with corresponding items of payments.	
39.2	Except for justifiable reasons, billing shall be paid within fifteen (15) working days from date of receipt by BCDA provided all documentary requirements are complete.	
39.2.1	BCDA has the right to make the necessary deductions from the claims of the Contractor and/or the bond posted by the Contractor for the purpose by reason of non-payment or refusal by the Contractor to pay the salaries, allowances and other dues to the service personnel on time at prescribed rates provided herein and in pertinent laws.	
	The Contractor shall submit on a monthly basis certified true copies of proofs of payment of all its obligations under the provisions of the SSS Law, Employees Compensation Act, PhilHealth, PagIBIG Fund, and other pertinent statutes presently in force and effect.	
	The Contractor shall make arrangements with any reputable Philippine commercial bank to provide ATM services to its personnel through which payment of the personnel's wages shall be coursed through.	
	Major components of the bid price:	
	Direct Labor Cost, which includes the following:	
	- Basic pay for eight (8) hours work per day;	
	- Five-day Incentive Leave Pay; and	
	- 13 th Month Pay.	
	Remittances/Contributions to Government Institutions:	
	- SSS Premium contributions;	
	- PhilHealth contributions;	
	- Pag-IBIG Fund contributions;	
	- Employees Compensation Commission (ECC); and	
	- Others as mandated by applicable laws.	
	Administrative Cost (supplies and materials) for Janitors/Utility Personnel only:	
	- Include Cost for use of equipment, supplies,	

	materials and other services.	
	Taxes and allowance for profit.	
	- 12% E-VAT as mandated by law; and	
	- Administrative fee of not less than ten percent (10%) of the total contract cost allowed under Section 11 (b).ii of DOLE Department Order No. 174, s. 2017.	
	The Contractor shall post in favor of BCDA a bond equivalent to the total labor cost for one (1) month for all personnel under the contract, which will answer for the wages due the personnel assigned should the Contractor fail to pay the same.	

I hereby certify to comply with all the above technical specifications.			
Name of Company/Bidder		Signature over Printed Name of Authorized Representative	Date

Draft Service Agreement

CONTRACT FOR MANPOWER FOR GENERAL AND SUPPORT SERVICES PROVIDER

THE PUBLIC IS INFORMED:

This CONTRACT is executed between:

The BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA) a government instrumentality created by virtue of Republic Act No. 7227, as amended, with principal office at BCDA Corporate Center, 2/F Bonifacio Technology Center, 31st Street Cor. 2nd Avenue, Bonifacio Global City, Taguig City, represented here by its PRESIDENT AND CEO, VIVENCIO B. DIZON, who is duly authorized for this purpose under Item No. 178, page 27 of the BCDA Manual of Approval dated 22 November 2017;

- and -

_____ (CONTRACTOR), a Corporation duly organized and existing under Philippine laws, with principal office at _____, represented in this act by its _____, duly authorized for this purpose as evidence by the Secretary's Certificate issued _____, a certified true copy of which is hereto attached as Annex "A" and made an integral part hereof.

(BCDA and the CONTRACTOR may hereinafter be referred to collectively as "PARTIES" and individually as "PARTY".)

- ANTECEDENTS -

BCDA is mandated under Republic Act No. 7227, as amended by Republic Act No. 7917, to accelerate the sound and balanced conversion into alternative productive uses of the former US military reservations and their extensions, to raise funds by the sale of portions of Metro Manila military camps, and to apply said funds for the development and conversion into alternative productive uses of these properties.

In pursuance of its mandate, BCDA needs a CONTRACTOR to provide manpower for general support services, including janitorial, estate management/maintenance services, and driving services for its offices, project sites and other facilities in Bonifacio Global City and Pamayanang Diego Silang in Taguig City, One West Aeropark and Project Management Offices in the Clark Freeport Zone (CFZ) in Pampanga, its field offices for the New Clark City (NCC) project in Capas, Tarlac, its staff houses in Camp John Hay, Baguio City and CFZ, Pampanga, and in the Bataan Technology Park in Morong, Bataan.

For this purpose, BCDA conducted a bidding in compliance with Republic Act No. 9184 for the selection of a Manpower Service Provider under a 2-year contract for provision of above-mentioned services.

Upon evaluation of the eligibility documents and bids, the Bids and Awards Committee (BAC) for Goods recommended that the Contract for Manpower Services be awarded to the CONTRACTOR since the proposal submitted by it has been found to be the most favorable and advantageous to BCDA.

The BCDA President and CEO approved the recommendation of the BAC for Goods and awarded the contract to the said CONTRACTOR.

ACCORDINGLY, for and in consideration of the foregoing premises, and for the stipulations and conditions hereinafter stated, the parties hereto hereby agree and bind themselves to the following:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
 - (a) Contractor's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. Contractor's response to clarifications on the bid), including corrections to the bid resulting from the BCDA's bid evaluation;
 - (b) the Terms of Reference (TOR);
 - (c) the Schedule of Requirements;
 - (d) the Technical Specifications;
 - (e) the General Conditions of Contract;
 - (f) the Special Conditions of Contract;
 - (g) the Performance Security; and
 - (g) the Notice of Award and the Contractor's *conforme* thereto.
3. In consideration of the full and satisfactory performance of the services rendered by the Contractor, BCDA shall pay the Contractor the Total Contract Price of (*Bid Amount in Words*) (*Bid Amount in Figure*), inclusive of applicable taxes and fees.
4. In consideration of the payments to be made by the BCDA to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the BCDA to execute and complete the Manpower Services and remedy any defects therein in conformity with the provisions of this Agreement in all respects.
5. The BCDA hereby covenants to pay the Contractor in consideration of the execution and completion of the Manpower Services, the Contract Price or such other sum as may become payable under the provisions of this Agreement at the times and in the manner prescribed by this Agreement.

SIGNED BY THE PARTIES this _____, in Taguig City, Philippines.

**BASES CONVERSION AND
DEVELOPMENT AUTHORITY**

By:

By:

VIVENCIO B. DIZON
President and CEO

WITNESSES:

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public in and for the City of _____, personally appeared:

NAME	GOVERNMENT ID	ISSUED DATE	AND PLACE OF ISSUE
VIVENCIO B. DIZON			

This contract, consisting of three (3) pages including this where the acknowledgment is stated, relates to the Procurement Contract for a Manpower Service Provider between BCDA and _____. The Parties and their witnesses signed in the proper spaces and the left margin of every page.

SIGNED AND SEALED this _____ in _____, Philippines.

Doc No. _____;
Page No. _____;
Book No. _____;
Series of 2021.

Omnibus Sworn Statement

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Bidder's Representative/Authorized Signatory

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

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

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

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

Bank Guarantee Form for Advance Payment

To: *[name and address of PROCURING ENTITY]*
[name of Contract]

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Bid Securing Declaration Form

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

X-----X

BID SECURING DECLARATION Invitation to Bid: *[Insert Reference number]*

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

I/We¹, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
 - (c) I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

¹ Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]

[Insert Signatory's Legal Capacity]

Affiant

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

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

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

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

Sample Forms: Goods and Services for Ongoing and Completed Contracts

SF-G&S-19A

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

Business Name : _____
 Business Address : _____

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Contract	Value of Outstanding Contracts	Date of Delivery
Government Contracts:							
1.							
2.							
Private Contracts:							
1.							
2.							
Total Amount:							

*Continue in a separate sheet if necessary..

Submitted by : _____
Signature over Printed Name of Authorized Representative

Date : _____

Note:

- If there is no ongoing contract including those awarded but not yet started, state none or equivalent term.
- The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC).]

**Statement of Single Largest Completed Contract (SLCC)
Similar in Nature to the Contract to be Bid**

Business Name : _____
 Business Address : _____

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

Submitted by : _____
 Signature over Printed Name of Authorized Representative

Date : _____

Note:

This statement shall be supported by ANY of the following:

- End User's Acceptance; or
- Official Receipt of the last payment received; or
- Sales Invoice

Financial Documents for Eligibility Check

A. Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

		Year 20
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = 15 (current asset – current liabilities) minus value of all outstanding works under ongoing contracts including awarded contracts yet to be started

NFCC = P _____

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative

Date : _____

NOTE:

1. If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

Section IX. Checklist of Requirements

CHECKLIST OF REQUIREMENTS

Each and every page of the Bid Form, including the Schedule of prices, under Section VIII hereof, shall be signed (full signature) by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid, AND PROPERLY TABBED AS FOLLOWS:

ELIGIBILITY AND TECHNICAL COMPONENT	
TAB A	<p><u>PhilGEPS Certificate of Registration under Platinum Membership</u> (with Annex A); or <u>Class “A” Eligibility Documents:</u> or,</p> <ul style="list-style-type: none"> <input type="checkbox"/> <u>Registration Certificate</u> from Securities and Exchange Commission (SEC) for corporations, Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives <input type="checkbox"/> <u>Current & Valid Mayor’s/Business Permit</u>, if expired a copy of the expired Mayor’s Permit and the Official Receipt as proof that the bidder has applied for renewal of the permit issued by the city or municipality where the principal place of business of the prospective bidder is located <input type="checkbox"/> <u>Valid Tax Clearance</u> per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR <input type="checkbox"/> <u>Latest Audited Financial Statements</u> stamped received by the BIR or its duly accredited and authorized institutions, for the preceding calendar year. <p><u>Combination</u> (PhilGEPS Certificate of Registration under Platinum Membership & Class “A” Eligibility Documents)</p> <p>Note: In case the bidder opted to submit their Class “A” Documents, the Certificate of PhilGEPS Registration (Platinum Membership) shall remain as a post-qualification requirement to be submitted in accordance with Section 34.2 of the 2016 Revised IRR of RA 9184</p>
TAB B	<p><u>(SF-G&S-19A) Statement of all its ongoing government and private contracts</u>, 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</p> <p><u>(SF-G&S-19B) Statement of Single Largest Completed Contract (SLCC)</u> similar in nature to the contract to be bid equivalent to at least fifty percent (50%) of the ABC within three (3) years from the date of submission and receipt of bids.</p>

	<p>The two (2) statements required shall indicate for each contract the following:</p> <ul style="list-style-type: none"> <input type="checkbox"/> name of the contract; <input type="checkbox"/> date of the contract; <input type="checkbox"/> contract duration; <input type="checkbox"/> owner’s name and address; <input type="checkbox"/> kinds of Goods; <input type="checkbox"/> For Statement of Ongoing Contracts - amount of contract and value of outstanding contracts; <input type="checkbox"/> For Statement of SLCC - amount of completed contracts, adjusted by the Bidder to current prices using PSA’s consumer price index, if necessary for the purpose of meeting the SLCC requirement; <input type="checkbox"/> date of delivery; and <input type="checkbox"/> end user’s acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements. <p>Note:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Statement of all ongoing contracts requirement is merely a “statement” of all ongoing contracts. It refers to a “statement” to be made by the bidder relative to all its ongoing government and private contracts, and not the actual submission of the physical NOA, NTP or Contracts. <input type="checkbox"/> The Statement of SLCC to be submitted by the bidder shall attach <u>ANY</u> of the following proof: <ul style="list-style-type: none"> ❖ end user’s acceptance; or ❖ official receipt of the last payment received; or ❖ sales invoice
<p>TAB C</p>	<p>Computation of Net Financial Contracting Capacity (NFCC) in accordance with ITB Clause 5 (Section IX, Bidding Forms) OR Committed Line of Credit from a Universal or Commercial Bank at least equal to ten percent (10%) of the ABC to be bid.</p> <p>FORMULA: NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.</p>
<p>TAB D</p>	<p>Joint Venture Agreement (JVA) in case the joint venture is already in existence, or Duly Notarized Statements from all the potential joint venture partners in accordance with Section 23.1(b) of the 2016 Revised IRR of RA 9184, if applicable.</p>

	<p>Each partner of the joint venture shall submit their respective PhilGEPS Certificates of Registration in accordance with Section 8.5.2 of this IRR. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance: Provided, That the partner responsible to submit the NFCC shall likewise submit the Statement of all of its ongoing contracts and Audited Financial Statements.</p>
TAB E	<p><u>Bid Security in ANY of the following:</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Cash or Cashier’s/Manager’s Check issued by a Universal or Commercial Bank (2% of the ABC) or; <input type="checkbox"/> 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 (2% of the ABC) or; <input type="checkbox"/> Surety Bond with a Certificate from the Insurance Commission (5% of the ABC); or <input type="checkbox"/> Notarized Bid Securing Declaration <p>Note: The bid security shall be valid for one hundred twenty (120) calendar days from date of bid opening. Bid Data Sheet ITB Clause 18.2</p>
TAB F	<p><u>Conformity with Technical Specifications</u>, Section VII</p>
TAB G	<p><u>Conformity with Schedule of Requirements</u>, Section VI</p>
TAB H	<p><u>Notarized Omnibus Sworn Statement</u> in accordance with Section 25.3 of the 2016 Revised IRR of RA 9184, and using the form prescribed in Section VIII. Bidding Forms</p> <p>Note: The Omnibus Sworn Statement shall be accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary’s Certificate, whichever is applicable</p>

FINANCIAL COMPONENT

TAB I	<p>Financial Bid (use Section IX Bidding Forms) Financial Bid Forms shall be duly signed on each and every page by the principal bidder or the bidder's authorized representative.</p> <p>ABC: P _____ <i>(Inclusive of VAT and all applicable taxes and fees)</i></p>
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Section X. Schedule of Rebidding Activities

**Rebid of Manpower Services for the Bases Conversion and Development Authority
(BCDA) under a two-year Service Agreement**

SCHEDULE OF REBIDDING ACTIVITIES*

No.	ACTIVITIES	DATE/SCHEDULE (2020)
1	Pre-Procurement Conference	22 Feb / 24 Feb 2021
2	Posting / Publication (Website, PhilGEPS, BCDA Premises & Newspaper)	03 March 2021
3	Issuance of Bid Documents	03 March 2021
4	Pre-Bid Conference	10:00 AM, 11 March 2021
5	Deadline for Request for Clarification, if any	15 March 2021
6	Issuance of Bid Bulletin, if any	18 March 2021
7	Deadline for Submission of the ff: <ul style="list-style-type: none"> ● Eligibility Requirements ● Financial Proposal 	09:00 AM, 26 March 2021
8	Opening of the ff: <ul style="list-style-type: none"> ● Eligibility Requirements ● Financial Proposal 	10:00 AM, 26 March 2021
9	Bid Evaluation (TWG 's detailed evaluation of the submitted bids)	29-30 March 2021
10	Sending of letter to the Bidder with LCB advising them on the conduct of Post-Qualification	07 April 2021
11	Post Qualification on the Bidder with LCB or succeeding LCB (if any)	08-12 April 2021
12	Deliberation by BAC of the Results of Post qualification	14 April 2021
13	Issuance of BAC's Recommendation (based on the Results of Post-Qual)*	On or before 20 April 2021*
14	Approval of BAC Resolution and Issuance of Notice of Award*	On or before 25 April 2021*
15	Issuance of Notice to Proceed and Contract Signing*	On or before 29 April 2021*

**Subject to change*

