



REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF TRANSPORTATION



**MARITIME INDUSTRY AUTHORITY**

# **BID DOCUMENTS**

**for the**

## **Procurement of Janitorial Services CY 2018**

**PUBLIC BIDDING NO. 2018-01**



**MARITIME INDUSTRY AUTHORITY**

**INVITATION TO BID**

**PROCUREMENT OF JANITORIAL SERVICES FOR THE MARITIME  
INDUSTRY AUTHORITY (MARINA)**

1. The MARINA through the approved CY 2018 General Appropriations Act (R.A. No. 10964) intends to apply the sum of Four Million Four Hundred Thousand Pesos (**P4,400,000.00**) being the Approved Budget for the Contract (ABC) for nine (9) months as payment for the Contract of **Janitorial Services for CY 2018**. Bids received in excess of the ABC shall be automatically rejected at the bid opening.
2. The Bidder must have completed at least one (1) contract that is similar to this Procurement, which is Supply and Delivery of Janitorial Services and which value is equivalent to at least fifty percent (50%) of the ABC. The description of an eligible bidder is contained in Section II, Instructions to Bidders of the Bidding Documents.
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criteria as specified in the Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act".

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 and subject to Commonwealth Act 138.

4. Interested bidders may obtain further information from MARINA and inspect the Bidding Documents during Mondays to Fridays, 9:00 A.M. to 5:00 P.M.

Bidding Documents

- 1) Price of bidding documents for the procurement of janitorial services will be in the non-refundable amount of Five Thousand Pesos (P5,000.00).
- 2) A complete set of Bidding Documents containing other information and instructions to bidders can be purchased by interested bidders at the at the address given below:



## MARITIME INDUSTRY AUTHORITY

**GSD-Procurement Section, Administrative Management Service**  
**MARITIME INDUSTRY AUTHORITY-Central Office**  
4<sup>th</sup> Floor, 984 Parkview Plaza, Taft Ave. corner T.M. Kalaw Avenue  
Ermita, Manila.

- 3) The Bidding Documents may also be downloaded free of charge at the following websites provided that the bidders shall pay the fee for the bidding documents upon submission of their bids:

1. MARINA Website- [www.marina.gov.ph](http://www.marina.gov.ph)
2. PHILGEPS – [www.philgeps.gov.ph](http://www.philgeps.gov.ph)

5. The MARINA will hold a Pre-Bid Conference on 08 March 2018 at **9:00 A.M.**, MARINA Lounge, 4<sup>th</sup> Floor Parkview Plaza, 984 Taft Avenue cor. T.M. Kalaw Avenue, Ermita, Manila. The Pre-Bid Conference is open to all interested parties.
6. Bids and eligibility requirements must be delivered starting 28 February 2018 to 19 March 2018 from 9:00 A.M. to 5:00 P.M. and 20 March 2018 at 08:00 A.M. only. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 19.

Bid opening shall be on **20 March 2018 at 09:00 A.M.**, MARINA Lounge, 4<sup>th</sup> Floor Parkview Plaza, 984 Taft Avenue cor. T.M. Kalaw Avenue, Ermita, Manila.

Bids will be opened in the presence of the Bidders' representative/s. Late bids shall not be accepted.

7. The MARINA reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.

Approved Budget for the Contract	<b>P4,400,000.00</b> for nine (9) months
Cost of Bidding Documents	Refer to Item 4.1 above
Acceptance of Bidding Documents	28 February 2018 to 19 March 2018 from 9:00 A.M. to 5:00 P.M.; and 20 March 2018 at 08:00 A.M. only



REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF TRANSPORTATION

**MARITIME INDUSTRY AUTHORITY**

Date and Time of Pre-Bid Conference	<b>08 March 2018 at 09:00 A.M.</b> , MARINA Lounge, 4 <sup>th</sup> Floor Parkview Plaza, 984 Taft Avenue cor. T.M. Kalaw Avenue, Ermita, Manila.
Deadline of Submission of Bids and Opening of Bids	<b>20 March 2018</b> <b>08:00 A.M.</b> (MARINA Time) – deadline of submission  <b>09:00 A.M.</b> (MARINA Time) – opening of bids MARINA Lounge, 4 <sup>th</sup> Floor Parkview Plaza, 984 Taft Avenue cor. T.M. Kalaw Avenue, Ermita, Manila.

For further information, please refer to:

**ATTY. DEM THOMAS REDOÑA**  
Head, PBAC Secretariat  
Maritime Industry Authority-Central Office  
Tel. No. 524-2752

Approved:

**Sgd.**  
**ATTY. MAXIMO I. BAÑARES, JR.**  
Chairman, MARINA PBAC

## Section II

### INSTRUCTIONS TO BIDDERS Contract for Janitorial Services 2018

#### 1. Scope of Bid

- 1.1. The Maritime Industry Authority, hereinafter referred to as the "MARINA" wishes to receive Bids for supply and delivery of the goods as defined in the R-IRR of R.A. 9184 and described in Section I hereof (hereinafter referred to as the "GOODS").
- 1.2. The name, identification, and number of lots specific to this bidding are provided in the **BDS**.

#### 2. Source of Funds

- 2.1. The MARINA has a budget or has applied for or received financing (hereinafter called "funds") from the source indicated in the **BDS** (hereinafter called the "Funding Source") toward the cost of the project named in the **BDS**. The MARINA intends to apply a portion or the whole of the funds to payments under the contract for which this Bidding Documents is issued.
- 2.2. Unless otherwise provided in the **BDS**, payments will be made only at the request of the MARINA and upon approval by its Head in accordance with the provisions, terms, and conditions of existing and applicable law. No party other than the MARINA shall have a right or claim over the budget specifically appropriated for the project.

#### 3. Corrupt, Fraudulent, and Coercive Practices

- 3.1. The MARINA as well as the bidders, contractors, manufacturers, suppliers or distributors shall observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the MARINA:
  - (a) defines, for purposes of this provision, the terms set forth below as follows:
    - (a.1) "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 Republic Act 3019.

(a.2) "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 MARINA, 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 MARINA of the benefits of free and open competition.

(a.3) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the MARINA, designed to establish Bid prices at artificial, non-competitive levels.

(a.4) "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;

(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 MARINA 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 33.1.

3.3. Furthermore, the Funding Source and the MARINA reserve the right to inspect and audit records and accounts of a supplier or contractor 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 (f) 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 MARINA regarding this bidding process. This will include a firm or an organization 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;
- (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; or
- (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.

4.2. In accordance with Section 47 of the R-IRR of R.A. 9184, all Bids shall be accompanied by a sworn affidavit of the Bidder that it is not related to the head of the MARINA, members of the BAC, the TWG, and the BAC Secretariat, Head of the PMO or the end-user unit, and the Project Consultants, by consanguinity or affinity up to the third civil degree. For this reason, relation to the aforementioned persons within the third civil degree of consanguinity or affinity shall automatically disqualify the bidder from participating in the procurement of contracts of MARINA. On the part of the bidder, this provision 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; and

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

## **5. Eligible Bidders**

5.1. Unless otherwise indicated 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 of which at least sixty percent (60%) belongs to citizens of the Philippines;
- (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 joint venture concerned shall be at least sixty percent (60%); For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their JVA.

5.2. Foreign bidders may be eligible to participate under any of the following circumstances:

- (a) When provided for under any Treaty or International or Executive Agreement as provided in Section 4 of the Act and this R-IRR;
- (b) When the foreign supplier is a citizen, corporation or association of a country, included in Annex "I" to be issued by the GPPB, 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 supplier; or



- (d) When there is a need to prevent situations that defeat competition or restrain trade.

5.3. A Joint Venture (JV) of two or more firms as partners shall comply with the following requirements:

- (a) the Joint Venture Agreement (JVA) shall be signed so as to be legally binding on all partners, unless otherwise indicated in the **BDS**;
- (b) one of the partners shall be authorized to be in charge; and this authorization shall be evidenced by submitting a special power of attorney signed by legally authorized signatories of all the partners;
- (c) the partner in charge shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the JV;
- (d) all partners of the JV shall be jointly and severally liable for adherence to this ITB and performance of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Bid Form and the Form of Contract Agreement (in case of a successful Bid);
- (e) a copy of the notarized JVA entered into by the JV partners shall be submitted with the Bid.

5.4. If the prospective bidder submit a computation of its NFCC, the NFCC must be at least equal to the ABC to be bid, calculated as follows:

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

Where:

K = 10 for a contract duration of one year or less, 15 for a contract duration of more than one year up to two years, and 20 for a contract duration of more than two years.

If the prospective bidder submits a CLC, the CLC must be at least equal to ten percent (10%) of the ABC to be bid. If the CLC is issued by a foreign Universal or Commercial Bank, it shall be confirmed or authenticated by a Universal or Commercial Bank.

## **6. Origin of GOODS and Services**

Unless otherwise indicated in the **BDS**, there is no restriction on the origin of GOODS and services 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 7.

## **7. Domestic Preference**

If the **BDS** so specifies and for the purpose of comparison of Bids, the MARINA will grant a margin of preference in accordance with the procedures outlined in the **BDS**.

## **8. Subcontracts**

- 8.1. The Bidder shall specify in its Bid all portions of the GOODS that will be subcontracted, if any, including the entity(ies) to whom each portion will be subcontracted to, subject to the maximum allowable limit for subcontracting of GOODS specified in the **BDS**. Subcontracting of any portion of the GOODS shall not relieve the Bidder from any liability or obligation that may arise from its performance.

Subcontractors must comply with the provisions of **ITB** Clause 5. For this purpose, the Bidder shall include in its Technical Proposal all the documents required under **ITB** Clause **Error! Reference source not found.** for any subcontractor. If the MARINA determines that a subcontractor is ineligible, the subcontracting of such portion of the GOODS assigned to the ineligible subcontractor shall be disallowed.

## **9. Documents Establishing Bidder's Eligibility and Qualification**

- 9.1. The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall establish to the MARINA's satisfaction that:
- (a) in the case of a Bidder offering to supply GOODS under the Contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the GOODS' Manufacturer or producer to supply the GOODS in the MARINA's country;
  - (b) the Bidder has the financial, technical, and production capability necessary to perform the Contract; and
  - (c) in the case of a Bidder not doing business in the Philippines or foreign Bidders eligible in accordance with **ITB** Clause 5, the Bidder is or will be (if awarded the contract) represented by an agent in the Philippines equipped and able to carry out the Supplier's maintenance, repair, and spare parts, stocking

obligations prescribed in the Conditions of Contract and/or Technical Specifications.

9.2. To establish their eligibility in accordance with this Clause, Bidders shall:

- (a) complete the eligibility declarations in the Bid Submission Sheet, included in Section VIII. Sample Forms; and
- (b) if the Bidder is an existing or intended JV in accordance with **ITB** Clause 5.33, submit a copy of the JVA, unless otherwise indicated in the **BDS**. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended JV, as appropriate.

9.3. The documentary evidence of the Bidder's eligibility to Bid shall establish to the MARINA's satisfaction that the Bidder, at the time of submission of its Bid, is eligible as defined under **ITB** Clause 5.

## **10. Content of the Bidding Documents**

10.1. The Bidding Documents consist of Sections I to VIII which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with **ITB** Clause 11.

Section I. Invitation to Apply for Eligibility and to Bid

Section II. Instruction to Bidders

Section III. Bid Data Sheet

Section IV. General Conditions of Contract

Section V. Special Conditions of Contract

Section VI. Schedule of Requirements

Section VII. Technical Specifications

Section VIII. Sample Forms

10.2. Bidders should note that the MARINA will only accept Bids from Bidders that have purchased the Bidding Documents from the office indicated in the IAEB.

10.3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Unless otherwise indicated in the **BDS**, failure to furnish all information or documentation required in the Bidding Documents shall result in the rejection of the Bid and the disqualification of the Bidder.

obligations prescribed in the Conditions of Contract and/or Technical Specifications.

- 9.2. To establish their eligibility in accordance with this Clause, Bidders shall:
- (a) complete the eligibility declarations in the Bid Submission Sheet, included in Section VIII. Sample Forms; and
  - (b) if the Bidder is an existing or intended JV in accordance with **ITB** Clause 5.33, submit a copy of the JVA, unless otherwise indicated in the **BDS**. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended JV, as appropriate.
- 9.3. The documentary evidence of the Bidder's eligibility to Bid shall establish to the MARINA's satisfaction that the Bidder, at the time of submission of its Bid, is eligible as defined under **ITB** Clause 5.

## **10. Content of the Bidding Documents**

- 10.1. The Bidding Documents consist of Sections I to VIII which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with **ITB** Clause 11.

Section I. Invitation to Apply for Eligibility and to Bid

Section II. Instruction to Bidders

Section III. Bid Data Sheet

Section IV. General Conditions of Contract

Section V. Special Conditions of Contract

Section VI. Schedule of Requirements

Section VII. Technical Specifications

Section VIII. Sample Forms

- 10.2. Bidders should note that the MARINA will only accept Bids from Bidders that have purchased the Bidding Documents from the office indicated in the IAEB.
- 10.3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Unless otherwise indicated in the **BDS**, failure to furnish all information or documentation required in the Bidding Documents shall result in the rejection of the Bid and the disqualification of the Bidder.

## **11. Pre-Bid Conference**

- 11.1. To clarify and address the Bidders' questions on the requirements, terms and conditions, and specifications stipulated in the Bidding Documents, the pre-bid conference shall discuss, among other things, the eligibility requirements and the technical and financial components of the contract to be bid. It shall be held at the venue and on the date indicated in the **BDS**. Bidders are encouraged to attend the Pre-Bid Conference to ensure that they fully understand the MARINA's requirements. However, only those who have purchased the Bidding Documents shall be allowed to participate in the pre-bid conference and raise or submit written queries or clarifications. 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 discussed during the Pre-Bid Conference. Any statement made at the Pre-Bid Conference shall not modify the terms of the bidding documents unless such statement is specifically identified in writing as an amendment thereto and issued as a Supplemental/Bid Bulletin.
- 11.2. A prospective Bidder seeking any clarification on the Bidding Documents shall submit their request for clarification in writing to the BAC of the MARINA at the MARINA's address indicated in the **BDS**. The MARINA's BAC will respond in writing to any request for clarification by issuing a Supplemental/Bid Bulletin, provided that such request is received at least ten (10) calendar days before the deadline for submission and receipt of Bids. The MARINA's BAC shall issue its response not later than seven (7) calendar days before the deadline for the submission and receipt of Bids, to be made available to all Bidders who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the MARINA deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under **ITB** Clause 11.

## **12. Amendment of Bid Documents**

- 12.1. Supplemental/Bid Bulletins may be issued upon the MARINA'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. It is the responsibility of the MARINA to notify in writing and through posting in the website of the MARINA or on the PhilGEPS the said documents. It shall be the responsibility of all those who have properly secured the Bidding Documents to inquire and secure Supplemental /Bid Bulletins that may be issued by the BAC. Any modification to the Bidding Documents shall be identified as an amendment. Bidders who have submitted

Bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their Bids.

- 12.2. It shall be the responsibility of all Bidders who secure the Bidding Documents to ensure that they are aware of and secure any Bid Bulletins that may be issued.

### **13. Language of Bid**

The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the MARINA, shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, the English translation shall govern.

### **14. Eligibility Requirements**

- 14.1. For purposes of determining the eligibility of bidders using the criteria stated in Section 23 of the IRR of RA 9184, the following documents shall be required:

a. Class "A" Documents

**Legal Documents**

- (i) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, or any proof of such registration as stated in the **BDS**;
- (ii) Mayor's permit issued by the city or municipality where the principal place of business of the prospective bidder is located.
- (iii) Tax Clearance per E.O. 398, s. 2005.

**Technical Documents**

- (iv) Statement of the prospective Bidder of all its ongoing and completed government & private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature & complexity to the contract to be bid, within the last five (5) years as provided in the Bidding Documents. The statement shall include all information required in the PBDs prescribed by the GPPB.
  - (iv.1) Name of the contract;
  - (iv.2) Date of the contract;

- (iv.3) Kinds of goods;
- (iv.4) Amount of contract and value of outstanding contracts;
- (iv.5) Date of delivery; and
- (iv.6) End user's acceptance or official receipt(s) issued for the contract, if completed.

### **Financial Documents**

- (v) The prospective Bidder's audited financial statements, showing among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.
- (vi) The prospective bidder's computation of its Net Financial Contracting Capacity (NFCC) or a Commitment Line of Credit (CLC) from a Universal or Commercial Bank, in lieu of its NFCC computation.

#### **b. Class "B" documents**

Valid joint venture agreement (JVA), in case the joint venture is already in existence. In the absence of a JVA, a duly notarized statement from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful shall be included in the bid. Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security. Each partner of the joint venture shall submit the legal eligibility documents. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance.

#### **c. Additional Document (separate envelope)**

**Submission of at least three (3) client satisfaction rating from a government agency or a private corporation with whom the bidder has a past or on-going contract.**

- 14.2. The MARINA's eligibility check will be limited to establishing the completeness of each prospective Bidder's eligibility requirement by determining the presence or absence of the documents required against a checklist of requirements using non-discretionary pass/fail criteria. The eligibility check will not examine the substance of the contents of the documents. If a prospective Bidder submits the specific eligibility document required, it shall be rated as "passed" for that

particular requirement. However, failure to submit a requirement or an incomplete or patently insufficient submission shall be considered "failed" for the particular eligibility requirement concerned.

## **15. Submission and Receipt of Bids**

Bidders shall submit their bids through their duly authorized representative using the forms specified in the Bidding Documents 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 Section 23.1 of the R-IRR of RA 9184, and the second shall contain the financial component of the bid.

### **A. The first envelope shall contain the following technical information/documents:**

1. Eligibility Requirements under ITB Clause 14
2. The bid security in the prescribed form, amount and validity period;
3. Technical specifications, as enumerated and specified in Sec. VII of this Bidding Documents;
4. Omnibus Sworn statement by the prospective bidder or its duly authorized representative in the form prescribed by the GPPB as to the following:
  - (a) 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;
  - (b) 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;
  - (c) It is authorizing the MARINA Administrator or his duly authorized representative/s to verify all the documents submitted;
  - (d) The signatory is the duly authorized representative of the prospective bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the prospective bidder in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the prospective bidder is a corporation, partnership, cooperative, or joint venture;



- (e) It complies with the disclosure provision under Section 47 of the Act in relation to other provisions of R.A. 3019;
- (f) It complies with the responsibilities of a prospective or eligible bidder provided in PBDs; and
- (g) It complies with existing labor laws and standards, in the case of procurement of services.

**B. The second envelope shall contain the financial bid proposal as specified in the PBDs.**

The Financial Proposal shall contain the bid price in accordance with ITB Clauses 17 and 18.

The bidder shall bear all costs associated with the preparation and submission of its Bid, and the MARINA shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**C. In addition to the bidding documents, and in a separate envelope, the service provider/contractor must submit at least three (3) client satisfaction rating from a government agency or a private corporation with whom the bidder has a past or on-going contract as stated in 4.5 of the Terms of Reference.**

**D. The second envelope shall contain the financial bid proposal as specified in the PBDs.**

**16. Alternative Bids**

Alternative Bids shall be rejected.

**17. Bid Prices**

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, unless otherwise specified in the **BDS**. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected.

All bids that exceed the ABC shall be automatically disqualified.

**18. Bid Currencies**

Prices shall be quoted in Philippine Peso.

**19. Bid Security**

19.1. All bids shall be accompanied by a bid security, payable to MARINA as a guarantee that the successful bidder shall, within 10 calendar days or less, from receipt of the notice of award, enter into contract with the MARINA and furnish the performance security required in Sec. 39 of the IRR of RA 9184, except when Sec. 37.1 of the IRR allows a longer period. Failure to enclose the required bid security in the form and amount prescribed herein shall automatically disqualify the bid concerned.

19.2. The bid security shall be an amount equal to a percentage of the ABC in accordance with the following schedule:

<b>Form of Bid Security</b>	<b>Amount of Bid Security (Equal to Percentage of ABC)</b>
a) Cash or cashier's/ manager's check issued by a Universal or Commercial Bank	Two percent (2%) of ABC
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.	
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.	Five Percent (5%) of ABC

However, in lieu of a bid security mentioned above, the bidder may submit a Bid Securing Declaration that is an undertaking which states, among others, that the bidder shall enter into contract with the procuring entity and furnish the required performance security within ten (10) calendar days, or less, as indicated in the Bidding Documents, from receipt of the Notice of Award, and committing to pay the corresponding 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 required in the guidelines issued by the GPPB.

In case of a bank guarantee, the Bid Security shall be submitted using the Bid Security Form included in Section VIII. Sample Forms or another form acceptable to the MARINA. The form must include the complete name of the Bidder.

19.3. The bid security shall be denominated in Philippine Pesos and posted in favor of the MARINA.

19.4. No Bid Securities shall be returned to bidders after the opening of bids and before contract signing, except to those that failed to comply with any of the requirements to be submitted in the first bid envelope of the bid. Without prejudice on its forfeiture, Bid Securities shall be returned only after the bidder with the Lowest Calculated Responsive Bid 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 the **BDS**, unless it has been extended in accordance with Sec. 28.2 of the IRR of RA 9184.

19.5. Forfeiture of Bid Security

If the bidder with the Lowest Calculated Responsive Bid or the Bidder with the Single Calculated/Rated Responsive Bid, fails, refuses or is unable to submit the documents required under Sec. 37.1 of the IRR of RA 9184 or to make good its bid by entering into a contract with MARINA or post the required

Performance Security within the period stipulated in the IRR or in the Bidding Documents, the bid security shall be forfeited and the appropriate sanctions provided in the IRR and existing laws shall be imposed, except where such failure, refusal or inability is through no fault of the said bidder.

## **20. Bid Validity**

- 20.1. Bids and bid securities shall be valid for a reasonable period as determined by the MARINA Administrator, which shall be indicated in the Bidding Documents, but in no case shall the period exceed one hundred twenty (120) calendar days from the date of the opening of bids.
- 20.2. Should it become necessary to extend the validity of the bids and bid securities beyond one hundred twenty (120) calendar days, MARINA shall request in writing all those who submitted bids for such extension before the expiration date therefore. Bidders, however, shall have the right to refuse to grant such extension without forfeiting their bid security.

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

- 21.1. Bidders shall enclose the original of their Technical Proposal in one sealed envelope marked "**ORIGINAL - TECHNICAL PROPOSAL**" and the original of their Financial Proposal in another sealed envelope marked "**ORIGINAL- FINANCIAL PROPOSAL**" sealing them all in an outer envelope marked "**ORIGINAL BID DOCUMENTS**".

Each copy of the technical proposal and financial proposal shall be similarly sealed in a single envelope marked as "**COPY NO. 1 - TECHNICAL PROPOSAL**" and "**COPY NO. 1 - FINANCIAL PROPOSAL**" and the outer envelope as "**COPY OF THE ORIGINAL BID DOCUMENTS**", respectively.

These envelopes containing the original and copies shall then be enclosed in a single sealed envelope.

- 21.2. 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 MARINA'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 25.

21.3. If all envelopes are not sealed and marked as required, the MARINA will assume no responsibility for the misplacement or premature opening of the Bid.

## **22. Deadline for Submission of Bids**

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

## **23. Late Bids**

Any Bid submitted after the deadline for submission and receipt of Bids prescribed by the MARINA, pursuant to **ITB** Clause 22, shall be declared "Late" and shall not be accepted by the MARINA.

## **24. Modification and Withdrawal of Bids**

24.1. The Bidder may modify its Bid after it has been submitted; provided that the modification is received by the MARINA 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, properly identified, linked to its original bid marked as "TECHNICAL MODIFICATION" or "FINANCIAL MODIFICATION" and stamped "received" by the BAC Secretariat. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.

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 MARINA prior to the deadline prescribed for submission and receipt of Bids.

24.2. Bids requested to be withdrawn in accordance with **ITB** Clause 24.1 shall be returned unopened to the Bidders. A Bidder may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC Secretariat 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.

- 24.3. 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 Bid Form. Withdrawal of a Bid during this interval shall result in the forfeiture of the Bidder's Bid Security, pursuant to **ITB** Clause 18.6, and the imposition of administrative, civil and criminal sanctions as prescribed by the R-IRR of R.A. 9184.

## **25. Bid Opening**

The BAC shall open the bids immediately after the deadline for the submission and receipt of the bids. The time, date and place of the opening of bids, as indicated in the **BDS**. The bidders or their duly authorized representative may attend the opening of the bids. 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.

## **26. Post-Qualification**

Within three (3) calendar days from receipt by the bidder of the notice from the BAC that the bidder has the Lowest Calculated Bid or Highest Rated Bid, the bidder shall submit the following documentary requirements to the BAC:

- (a) Tax clearance per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR;
- (b) Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) shall be accepted. The latest income and business tax returns are those within the last six months preceding the date of bid submission;
- (c) Certificate of PhilGEPS Registration; and
- (d) Other appropriate licenses and permits required by law and stated in the Bidding Documents.

Failure to submit the above requirements on time or a finding against the veracity of such shall be ground for the forfeiture of the bid security and disqualify the bidder for award.

## **27. Contacting the MARINA**

- 27.1. Subject to **ITB** Clause 30, no Bidder shall contact the MARINA on any matter relating to its Bid, from the time of Bid opening to the time the Contract is awarded.
- 27.2. 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 indicated in the **BDS**.
- 27.3. Any effort by a bidder to influence the MARINA in the MARINA's decision in respect of Bid evaluation, Bid comparison or contract award will result in the rejection of the Bidder's Bid.

## **28. Contract Signing**

- 28.1. The winning bidder shall post the required Performance Security and enter into contract with MARINA within ten (10) calendar days from receipt by the winning bidder of the Notice of Award.
- 28.2. The following documents shall form part of the contract:
  - (a) Contract Agreement;
  - (b) Bidding Documents;
  - (c) Winning bidder's bid, including the eligibility requirements, technical and financial proposals, and all other documents/statements submitted;
  - (d) Performance Security;
  - (e) Credit Line in accordance with the provisions of IRR, if applicable;
  - (f) Notice of Award of Contract; and
  - (g) Other contract documents that may be required by existing laws and/or MARINA concerned in the Bidding Documents.

## **29. Performance Security**

- 29.1. Within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the MARINA and in no case later than the signing of the contract between the successful Bidder and the MARINA, the successful Bidder shall furnish to the MARINA the Performance Security in accordance with the Conditions of Contract, and in the Form prescribed in the Bidding Documents.
- 29.2. The performance security shall be in amount equal to a percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Equal Percentage of the Total Contract Price)
a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank	Five percent (5%)
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	Five percent (5%)
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	Thirty percent (30%)

29.3. The performance security shall be denominated in Philippine Pesos and posted in favor of MARINA, which shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.

29.4. The performance security shall remain valid until issuance by the MARINA of the Final Certificate of Acceptance.

### **30. Notice to Proceed**

30.1. Within seven (7) calendar days from the date of approval of the Contract by the appropriate government approving authority, the MARINA shall issue its Notice to Proceed to the successful Bidder.

30.2. The date of the Bidder's receipt of the Notice to Proceed will be regarded as the effective date of the Contract, as specified in the **BDS**.

### **31. Reservation Clause**

31.1. The MARINA Administrator 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, in the following situations:

- (a) If there is a *prima facie* evidence of collusion between appropriate public officers or employees of MARINA, 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 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 head of MARINA;
  - ii. If the project is no longer necessary as determined by the head of MARINA; and
  - iii. If the source of funds for the project has been withheld or reduced through no fault of MARINA.

31.2. In addition, the BAC 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 Lowest Calculated Responsive Bid (LCRB) refuses, without justifiable cause to accept the award of contract, and no award is made.

## **32. Protest Mechanism**

32.1. Decisions of the BAC at any stage of the procurement process may be questioned by filing a request for reconsideration within three (3) calendar days upon receipt of written notice or upon verbal notification. The BAC shall decide on the request for reconsideration within seven (7) calendar days from receipt thereof.

If a failed bidder signifies his intent to file a request for reconsideration, the BAC shall keep the bid envelopes of the said failed bidder unopened and/or duly sealed until such time that the request for reconsideration has been resolved.

32.2. In the event that the request for reconsideration is denied, decisions of the BAC may be protested in writing to the Head of MARINA: Provided, however, That a prior request for reconsideration should have been filed by the party concerned in accordance with the preceding Section, and the same has been resolved.

32.3. The protest must be filed within seven (7) calendar days from receipt of the party concerned of the resolution of the BAC denying its request for

reconsideration. A protest may be made by filing a verified position paper with the Head of MARINA, accompanied by the payment of a non-refundable protest fee. The non-refundable protest fee shall be in an amount equivalent to no less than one percent (1%) of the ABC.

### **33. Administrative Sanctions**

- 33.1. In addition to the provisions of Rules XXI and XXII of the IRR, the Head of MARINA, subject to the authority delegated to the BAC, if any, shall impose on bidders or prospective bidders, the administrative penalty of suspension for one (1) year for the first offense, and suspension of two (2) years for the second offense from participating in the public bidding process, as well as disqualification from further participating in the public bidding being undertaken by the MARINA, where applicable, for the following variations:
- (a) Submission of eligibility requirements containing false information or falsified documents;
  - (b) 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.
  - (c) Allowing the use of one's name, or using the name of another for purposes of public bidding.
  - (d) Withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after he had been adjudged as having submitted the Lowest Calculated Responsive Bid or Highest Rated Responsive Bid.
  - (e) Refusal or failure to post the required performance security within the prescribed time.
  - (f) Termination of the contract due to the default of the bidder.
  - (g) 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.
  - (h) Any documented attempt by a bidder to unduly influence the outcome of the bidding in his favor.
  - (i) 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.
- 33.2. In addition to the penalty of suspension, the bid security or the performance security posted by the concerned bidder or prospective bidder shall also be forfeited.
- 33.3. The MARINA Administrator may delegate to the BAC the authority to impose the aforementioned administrative penalties.

- 33.4. The procedures for the suspension or blacklisting of suppliers, contractors, or consultants for GOP projects shall be undertaken in accordance with the guidelines issued by the GPPB.

## Section III

### Bid Data Sheet Janitorial Services 2018

ITB Clause	
1.1	The PROCURING ENTITY is the  <b>MARITIME INDUSTRY AUTHORITY-Central Office</b>
1.2	The lot(s) and reference is/are:  <b>JANITORIAL SERVICES 2018</b>
2.1	<b>Republic Act No. 10964</b> otherwise known as General Appropriations Act 2018 in the amount of <b>P4,400,000.00</b> covering the period <b>April 1, 2018 to December 31, 2018.</b>  The name of the Project is:  <b>PROCUREMENT OF JANITORIAL SERVICES 2018 FOR THE MARITIME INDUSTRY AUTHORITY CENTRAL OFFICE</b>
2.2	Refer to ITB Clause.  No further instructions.
5.1, and 5.3a	Refer to ITB Clause.  No further instructions.
6	No further instructions.
7	Refer to ITB Clause.  Domestic preference shall be applied in accordance with Commonwealth Act No. 138 on the following bases:  (a) Whenever several bidders shall participate in the procurement of supplies, materials, and equipment, the award shall be made to the domestic entity making the lowest calculated bid, provided its bid price proposal is not more than fifteen per centum (15%) in excess of the lowest bid made by a foreign entity. "Domestic Entity" means any citizen of the Philippines habitually established in business and engaged in the manufacture or sale of the merchandise covered by his bid, or any corporate body or commercial company duly organized and registered under the laws of the Philippines of whose capital seventy five percent (75%) is owned by citizens of the Philippines. ; and/or  (b) In cases when the lowest foreign bid, including customs duties, exceeds two thousand pesos (P2,000.00), the award

	shall be made to the lowest calculated domestic bidder, provided the bid is not more than fifteen per centum (15%) in excess of the lowest calculated foreign bid. "Domestic Bidders" mean any person or entity 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.
8.1	Refer to ITB Clause.  No further instructions.
9.3	Refer to ITB Clause.  For all other omissions, the PROCURING ENTITY reserves the right to seek clarification of Bids in accordance with <b>ITB Clause 31</b> or at its sole discretion, to reject the Bid if the omission is regarded as a matter of substance.
11.1	The Date and Venue of the Pre-Bid Conference is:  <b>08 March 2018, 9:00 A.M., MARINA Lounge, 4/F PARKVIEW PLAZA, 984 Taft Avenue corner T. M. Kalaw Avenue, Ermita, Manila</b>
11.2	The MARINA's address is: <b>ATTY. MAXIMO I. BAÑARES, JR.</b> Chairperson, MARINA PBAC Maritime Industry Authority c/o <b>Atty. Dem Thomas Redoña</b> Head, PBAC Secretariat Maritime Industry Authority  Tel. No. 524-2752  e-mail address: <b>gsdprocsec@gmail.com</b>
14	There will be an eligibility check which shall be immediately followed by Bid Opening.
14.1.a.vi	The Bidder must provide a statement of its NFCC. The NFCC is as follows:  [(Current assets minus current liabilities) (K)] Minus the value of all outstanding contracts including those awarded but not yet started."  Where:

	<p>[Select the applicable K value and delete the others]</p> <p>K = 10 (for a contract of one year or less duration),</p> <p>K = 15 (for contract of a duration of more than one but less than two years)</p> <p>K = 20 ( for contract of over two years duration)</p>
15	Refer to ITB Clause.
15.A.3.(a)	To provide 1 supervisor and 25 utility personnel for janitorial services.
15.A.3.(e)	After sales service requirements:
	Availability of Reliever or substitute worker in case of absence.
17	<p>The ABC is <b>P4,400,000.00</b>. Any Bid with a financial proposal exceeding this amount shall not be accepted.</p> <p>Refer to ITB Clause.</p>
19 and 20	Bids and Bid Securities will be valid for a maximum period of 120 calendar days from the date of the opening of bids.
21.1	Refer to ITB Clause
22	<p>The Address for Submission of Bids is:</p> <p>The MARINA's address is:  <b>ATTY. MAXIMO I. BAÑARES, JR.</b>  Chairperson, MARINA PBAC  Maritime Industry Authority  c/o <b>Atty. Dem Thomas Redoña</b>  Head, PBAC Secretariat  Maritime Industry Authority</p> <p>Tel. No. 524-2752  e-mail address: <b>gsdprocsec@gmail.com</b></p> <p>The deadline for Submission of Bids is <b>20 March 2018, 8:00 A.M. (MARINA time)</b></p>
25	<p>The place of Bid opening is MARINA Lounge, 4/F Parkview Plaza, 984 Taft Avenue corner T. M. Kalaw Avenue, Ermita, Manila</p> <p>The date and time of Bid opening is <b>20 March 2018, 9:00 A.M. (MARINA time)</b></p>
30	<p>Refer to ITB Clause.</p> <p>No further instructions.</p>
33.1 and 33.2	As provided in the <b>ITB</b> clause and as enumerated below which shall consist of additional grounds for forfeiture of the Bid Security:

	<ol style="list-style-type: none"> <li>1. Submission of eligibility requirements containing false information or falsified documents.</li> <li>2. 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.</li> <li>3. Allowing the use of one's name, or using the name of another for purposes of public bidding.</li> <li>4. 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 Lowest Calculated Responsive Bid or Highest Rated Responsive Bid.</li> <li>5. 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.</li> <li>6. Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favor.</li> <li>7. All other acts that tend to defeat the purpose of the competitive bidding, such as an eligible contractor not buying bid documents, and contractors habitually withdrawing from bidding or submitting letters of non-participation for at least three (3) times within a year, except for valid reasons.</li> </ol>
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## **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 receipt by the Supplier of the Notice to Proceed or the date provided in the Notice to Proceed. Performance of all obligations shall be reckoned from the Effective Date of the Contract.
- (n) "Verified Report" refers to the report submitted by the Implementing Unit to the Head of the PROCURING ENTITY 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, and Coercive Practices**

2.1. The PROCURING ENTITY as well as the bidders, contractors, manufacturers, suppliers, or distributors shall observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the PROCURING ENTITY:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (a.1) "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.
  - (a.2) "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.
  - (a.3) "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.

- (a.4) “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;
  - (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. PROCURING ENTITY's Responsibilities**

- 7.1. 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.
- 7.2. The PROCURING ENTITY shall pay all costs involved in the performance of its responsibilities in accordance with **GCC** Clause 6.

## **8. Prices**

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 27, or if applicable, adjustments authorized in accordance with the price adjustment provisions specified in the **SCC**.

## **9. Payment**

- 9.1. Unless otherwise specified in the **SCC**, payments shall be made only upon a certification by the Head of the PROCURING ENTITY 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 15.3.
- 9.2. 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.

- 9.3. Pursuant to **GCC** Clause 9.2, 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.
- 9.4. Unless otherwise specified in the SCC, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

## **10. Taxes and Duties**

- 10.1. A foreign Supplier shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.
- 10.2. A local Supplier shall be entirely responsible for all the necessary taxes, duties, license fees, and other such levies imposed for the completion of this Contract.

## **11. Performance Security**

- 11.1. To guarantee the faithful performance by the winning bidder of its obligations under the contract in accordance with the Bidding Documents, it shall post a performance security prior to the signing of the contract.
- 11.2. The performance security shall be in an amount equal to a percentage of the total contract price in accordance with the following schedule:
  - a. 5% of the total contract price
    - a.1 cash, cashier's/manager's check, bank draft/ guarantee confirmed by a Universal or Commercial Bank.
    - a.2 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.
  - b. 30% of the total contract price

Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.

- 11.3. The proceeds of the performance security shall be payable to the PROCURING ENTITY as compensation for any loss resulting from the Supplier's failure to complete its obligations under this Contract.
- 11.4. The performance security shall be denominated in the currency provided in this Contract, or in a freely convertible currency acceptable to the PROCURING ENTITY and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the PROCURING ENTITY's country or abroad, acceptable to the PROCURING ENTITY, in the form provided in the Bidding Documents or another form acceptable to the PROCURING ENTITY;
  - (b) a cashier's or certified check; or
  - (c) such form as may be specified in the **SCC**.
- 11.5. The performance security will be discharged by the PROCURING ENTITY and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract and the issuance of certification to that effect by the PROCURING ENTITY, including any warranty obligations, unless otherwise specified in the **SCC**.

## **12. Use of Contract Documents and Information**

- 12.1. 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.
- 12.2. Any document, other than this Contract itself, enumerated in **GCC** Clause 12.1 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.

### **13. Standards**

The GOODS provided under this Contract shall conform to the standards mentioned in 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.

### **14. Inspection and Tests**

- 14.1. 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.
- 14.2. 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.
- 14.3. 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.
- 14.4. 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.
- 14.5. 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.

## **15. Warranty**

- 15.1. 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 design and/or material required by the PROCURING ENTITY provides otherwise.
- 15.2. 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.
- 15.3. In order to assure that manufacturing defects shall be corrected by the Supplier, manufacturer, or distributor, as the case may be, a warranty shall be required from the Supplier for a minimum period of three (3) months, in the case of supplies, and one (1) year, in the case of equipment, after performance of the contract or other such period as may be 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 ten percent (10%) of every progress payment, or a special bank guarantee equivalent to at least ten percent (10%) 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: Provided, however, that the GOODS supplied are free from patent and latent defects and all the conditions imposed under the Contract have been fully met.
- 15.4. The PROCURING ENTITY shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.5. 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 costs to the PROCURING ENTITY.
- 15.6. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in the **SCC**, 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.

## **16. Delays in the Supplier's Performance**

- 16.1. 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.

- 16.2. 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 20, 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.
- 16.3. Except as provided under **GCC** Clause 20, 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 17, unless an extension of time is agreed upon pursuant to **GCC** Clause 27 without the application of liquidated damages.

## **17. Liquidated Damages**

Subject to **GCC** Clauses 16.16 and 20, if the Supplier fails to deliver any or all of the GOODS and/or to perform the Services within the period(s) specified in this Contract, 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, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed GOODS or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the **SCC**. Once the maximum is reached, the PROCURING ENTITY may consider termination of the Contract pursuant to **GCC** Clause 21.

## **18. Settlement of Disputes**

- 18.1. 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.
- 18.2. 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.

- 18.3. 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.
- 18.4. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 18.5. 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.

**19. Limitation of Liability**

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.

**20. Force Majeure**

- 20.1. The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 20.2. 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 Contractor 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 Contractor.
- 20.3. 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*.

## **21. Termination for Default**

21.1. 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.

21.2. In the event the PROCURING ENTITY terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 21 to 24, 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.

21.3. 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.

## **22. 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.

## **23. Termination for Convenience**

- 23.1. The PROCURING ENTITY may terminate this Contract, in whole or in part, at any time for its convenience. The Head of the PROCURING ENTITY 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.
- 23.2. 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.
- 23.3. 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.

## **24. Termination for Unlawful Acts**

- 24.1. 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.

## **25. Procedures for Termination of Contracts**

25.1. 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 Head of the PROCURING ENTITY shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
  - (b.1) 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;
  - (b.2) the extent of termination, whether in whole or in part;
  - (b.3) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
  - (b.4) 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 Head of the PROCURING ENTITY 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 Head of the PROCURING ENTITY shall issue an order terminating this Contract;
- (e) The PROCURING ENTITY may, at anytime before receipt of the Supplier's verified position paper to 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 Head of the PROCURING ENTITY 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; and
- (g) The Head of the PROCURING ENTITY 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 Head of the PROCURING ENTITY.

**26. 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.

**27. 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.

**28. 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

SCC Clause	
1.1(g)	The Procuring Entity is the <b>Maritime Industry Authority (MARINA)</b>
1.1(i)	The Supplier is [to be inserted at the time of contract award].
1.1(j)	<p>The Funding Source is:</p> <p>Republic Act No. 10964 otherwise known as General Appropriations Act for 2018, in the amount of <b>P4,400,000.00</b></p>
1.1(k)	<p>The Project Site is</p> <p>MARINA PARKVIEW PLAZA, 984 Taft Avenue corner T. M. Kalaw Avenue, Ermita, Manila; and MARINA MDS-SCDD at SM City Manila, Concepcion corner Arroceros St., San Marcelino, Ermita, Manila</p>
5.1	<p>The MARINA's address for Notices is:</p> <p><b>ATTY. MAXIMO I. BAÑARES, JR.</b>  Chairperson, MARINA PBAC  Director II, Legal Service  Maritime Industry Authority  c/o <b>Atty. Dem Thomas Redoña</b>  Head, PBAC Secretariat  Maritime Industry Authority</p> <p>Tel. No. 524-2752</p> <p>e-mail address: <b>gsdprocsec@gmail.com</b></p> <p>The Supplier's address for Notices is:</p> <p>[Insert address including, name of contact, fax and telephone number]</p>
18	In the case of a dispute between the MARINA 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."

6.1

**Scope of Work**

The winning bidder shall provide housekeeping/janitorial services for the MARITIME INDUSTRY AUTHORITY which Office occupies the 2<sup>nd</sup> to 7<sup>th</sup> floors of the Parkview Plaza located at Taft Avenue corner T.M. Kalaw Street, Ermita, Manila and MARINA SCDD, 5<sup>th</sup> Floor, SM Manila, with details as follows:

To provide minimum of twenty-five (25) janitors/janitress and one (1) supervisor who shall work from Monday to Friday, from 7:00 AM to 6:00 PM on shifting schedule.

No. of Utility Personnel	LOCATION
22	MARINA Office at Parkview Plaza, Taft avenue corner T.M. Kalaw, Ermita, Manila
3	MARINA MDS-SCDD at SM City Manila, Concepcion corner Arroceros St., San Marcelino, Ermita, Manila
1	Supervisor
26	TOTAL

*The Janitors/Janitress will perform the following:*

**DAILY ROUTINE OPERATIONS:**

- Sweeping, mopping and spot scrubbing of all offices and common areas (i.e., hallway, corridors, and stairways);
- Cleaning, sanitizing and disinfecting of toilets and washrooms, which includes the use of special sanitizing and disinfecting agents in wash basins, urinals and toilet bowls;
- Dusting and cleaning of horizontal and vertical structure surfaces in offices/units and common areas;
- Dusting and cleaning of all glass panes, windows, doors and window ledges, air vents and partitions, furniture and fixtures which require specialized maintenance;
- Dusting and cleaning of window sills and vacuum cleaning of draperies;
- Cleaning of receptacles in offices/units and common areas;
- Proper disposal of garbage;
- Spraying of air fresheners and disinfectants in all offices;
- Maintain indoor plants for hallways.

**WEEKLY PERIODIC OPERATIONS (EVERY WEEKENDS):**

- Polishing of floors;
- Dusting of lighting fixtures, hanging lamps and electric fans, etc.;
- Washing and cleaning of inside and outside glass windows, glass partitions and doors;
- Thorough washing/cleaning/sanitizing and disinfecting of all washrooms and toilet fixtures;

**MONTHLY PERIODIC OPERATIONS:**

- Thorough general cleaning by way of scrubbing, spot-checking of damaged tiles, removal of stains and others;
- Thorough cleaning and washing of inside walls and ceilings;
- Vacuuming of chairs and sofa sets;
- Thorough inspection and removal of stain marks on the floor;



	e. Washing and cleaning of light diffusers, venetian blinds, screens, outside walls, ceilings, etc.
6.2	<p>Additional requirements in the performance of the janitorial services:</p> <ol style="list-style-type: none"> <li>Reporting of all breakages, electrical malfunctions and others that require immediate attention;</li> <li>Provide one (1) roving Coordinator who will coordinate with the supervisor from time to time in monitoring the performance of the personnel deployed;</li> <li>Errand services as required by MARINA;</li> <li>Reporting minor repair and close coordination;</li> <li>To provide other equipment that will be necessary during general cleaning;</li> </ol> <p><b>Equipment, tools and materials –</b></p> <p><u>Equipment (to be provided free of charge)</u></p> <ul style="list-style-type: none"> <li>● 5 units - floor polisher</li> <li>● 2 units - vacuum cleaner</li> </ul> <p><u>Tools:</u></p> <ul style="list-style-type: none"> <li>● <u>10 pieces</u> - Stripping pad for floor polisher</li> <li>● <u>10 pieces</u> - polishing pad for floor polisher</li> <li>● <u>26 units</u> - mop squeezer</li> <li>● <u>7 pieces</u> - Caution Signage</li> <li>● <u>5 pieces</u> - spatula</li> <li>● <u>2 pieces</u> - 12' Aluminum ladder</li> <li>● <u>3 units</u> - 30 meter Water Hose</li> <li>● <u>10 pieces</u> - plastic pails</li> <li>● <u>7 pieces</u> - large plastic container (drum)</li> <li>● <u>5 pieces</u> - toilet hand pump</li> <li>● <u>10 pieces</u> - toilet bowl hand brush</li> <li>● <u>50 pieces</u> - rags for dry wiping/cleaning</li> <li>● <u>50 pieces</u> - rags for wet wiping/cleaning</li> <li>● <u>26 pieces</u> - soft broom</li> <li>● <u>26 pieces</u> - broom stick</li> <li>● <u>50 pieces</u> - doormats for comfort room</li> </ul> <p><u>Materials</u></p> <ul style="list-style-type: none"> <li>● Liquid disinfectant for comfort rooms</li> <li>● Muriatic acid</li> <li>● Air freshener</li> <li>● Furniture liquid polish</li> <li>● Liquid stain remover</li> <li>● Shine polish/wax for vinyl tiles</li> <li>● Liquid soap for comfort rooms</li> <li>● Deodorant cake for comfort rooms</li> <li>● Detergent powder</li> <li>● Powder cleanser</li> <li>● Scrubbing pad</li> </ul>

	<ul style="list-style-type: none"> <li>• Steel wool</li> <li>• Toilet tissue paper</li> <li>• Insecticide</li> <li>• Metal polish</li> <li>• Garbage bag (big)</li> <li>• Garbage bag (small, for trash bin)</li> </ul>
8	<p>All bid prices for a duration of nine (9) months shall be fixed and shall not be adjusted during contract implementation except for the following:</p> <ol style="list-style-type: none"> <li>1. Increase in minimum daily wage pursuant to law or new wage order issued after date of bidding;</li> <li>2. Increase in taxes;</li> <li>3. If during the term of the contract the MARINA sees the need for an increase or decrease in the number of utility workers, the resulting cost of said increase or decrease.</li> </ol>
9	<p>Refer to GCC Clause.</p> <p>No further instructions.</p>
11	<p>Refer to GCC Clause.</p> <p>No further instructions.</p>
13	<p>The performance criteria to be applied shall include, among others, the following:</p> <ol style="list-style-type: none"> <li>1. quality of service delivered;</li> <li>2. time management;</li> <li>3. management and suitability of personnel;</li> <li>4. contract administration and management; and</li> <li>5. provision of regular progress reports.</li> </ol> <p>The winning bidder shall comply with the provisions of the Labor Code particularly Chapter III Article 103 which states that wages shall be paid at least once every two (2) weeks or twice a month at intervals not exceeding sixteen (16) days and within five (5) working days from the scheduled date of payment shall submit proof of payment of wages, overtime, and 13<sup>th</sup> month pay of their deployed employees in MARINA.</p> <p>Before end of each year, MARINA shall conduct an assessment or evaluation of the performance of the service provider based on the set of performance criteria</p>

	<p>prescribed above.</p> <p>Based on its assessment, the MARINA may pre-terminate the contract for failure by the service provider/contractor to perform its obligations thereon.</p>
14	Not applicable.
15	Refer to GCC Clause.
16	<p>The applicable rate is one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay.</p> <p>The maximum deduction shall be ten percent (10%) of the amount of contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the MARINA shall rescind the contract, without prejudice to other courses of action and remedies open to it.</p>
18	In the case of a dispute between the MARINA 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."

## Section VI

### Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Months
1	supervisor	1	1	01 April 2018 to 31 December 2018
2	janitors/janitress	25	25	
3	Period of the contract			

## Section VII

### Technical Specifications

**Contract for Janitorial Services 01 April 2018 to 31 December 2018**

Item	Specification	Statement of Compliance
		<i>Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB Clause 33.1 and/or GCC Clause 2.1.</i>
1.	Stability	
	(a) The prospective bidder must have completed, within the period specified in the Invitation to Bid, a single contract that is similar to the contract to be bid, and whose value must be at least fifty percent (50%) of the ABC.	
	(b) Liquidity of the Contractor	
2.	Resources	
	(a) Number and Kind of Equipment and Supplies	
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## Section VIII

### Checklist of Eligibility Requirements and Sample Forms

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## **Contents of Technical Envelope:**

### **1 CLASS “A” DOCUMENTS**

#### **1.1 LEGAL DOCUMENTS**

- ☐ Registration certificate from SEC, Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives, or any proof of such registration as stated in the Bidding Documents.
- ☐ Mayor’s permit issued by the city or municipality where the principal place of business of the prospective bidder is located.
- ☐ Tax Clearance per E.O. 398, s. 2005.

#### **1.2 TECHNICAL DOCUMENTS**

- ☐ Statement of the prospective Bidder of all its ongoing and completed government and private contracts, where applicable, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid, within the relevant period as provided in the Bidding Documents. The statement shall include all information required in the PBDs prescribed by the GPPB.
  - Name of the contract;
  - Date of the contract;
  - Kinds of goods;
  - Amount of contract and value of outstanding contracts;
  - Date of delivery; and
  - End user’s acceptance or official receipt(s) issued for the contract, if completed.
- ☐ Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid within the relevant period as provided in the Bidding Documents.

## **FINANCIAL DOCUMENTS**

- ☐ The prospective Bidder's audited financial statements, showing among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.
- ☐ The prospective bidder's computation of its Net Financial Contracting Capacity (NFCC) or a commitment from a Universal or Commercial Bank to extend a credit line in favor of the prospective bidder if awarded the contract to be bid (CLC).

## **Class "B" Documents**

- ☐ Valid joint venture agreement (JVA), in case the joint venture is already in existence. In the absence of a JVA, a duly notarized statement from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful shall be included in the bid. Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security. Each partner of the joint venture shall submit the legal eligibility documents. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance

## **ADDITIONAL DOCUMENT (separate envelope)**

- ☐ **Submission of at least three (3) client satisfaction rating from a government agency or a private corporation with whom the bidder has a past or on-going contract.**



## Bid Form

---

Date: \_\_\_\_\_  
IAEB<sup>1</sup> N°: \_\_\_\_\_

To: *[name and address of MARINA]*

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 *[supply/deliver/perform]* *[description of the GOODS]* in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]* or 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 22.2 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:<sup>2</sup>

---

<sup>1</sup> If ADB, JBIC and WB funded projects, use IFB.

<sup>2</sup> Applicable only if the Funding Source is the ADB, JBIC or WB.

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 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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

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

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

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

## Form of Bid Security (Bank Guarantee)

---

WHEREAS, *[insert name of Bidder]* (hereinafter called the "Bidder") has submitted his bid dated *[insert date]* for the *[insert name of contract]* (hereinafter called the "Bid").

KNOW ALL MEN by these presents that We *[insert name of Bank]* of *[insert name of Country]* having our registered office at *[insert address]* (hereinafter called the "Bank" are bound unto *[insert name of MARINA]* (hereinafter called the "Entity") in the sum of *[insert amount]*<sup>3</sup> for which payment well and truly to be made to the said Entity the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the Bidder:
  - (a) withdraws his Bid during the period of bid validity specified in the Form of Bid; or
  - (b) does not accept the correction of arithmetical errors of his bid price in accordance with the Instructions to Bidder; or
2. If the Bidder having been notified of the acceptance of his bid by the Employer during the period of bid validity:
  - (a) fails or refuses to execute the Contract Form in accordance with the Instructions to Bidders, if required; or
  - (b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders.

---

<sup>3</sup> The Bidder should insert the amount of the guarantee in words and figures, denominated in the currency of the Entity's country or an equivalent amount in a freely convertible currency. This figure should be the same as shown of the Instructions to Bidders.

We undertake to pay to the Entity up to the above amount upon receipt of his first written demand, without the Entity having to substantiate his demand, provided that in his demand the Entity will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two (2) conditions, specifying the occurred condition or conditions.

The Guarantee will remain in force up to and including the date *[insert days]*<sup>4</sup> days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Entity, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE \_\_\_\_\_ SIGNATURE OF THE BANK \_\_\_\_\_

WITNESS \_\_\_\_\_ SEAL \_\_\_\_\_

\_\_\_\_\_  
(Signature, Name and Address)

<sup>4</sup> Usually 28 days after the end of the validity period of the Bid. Date should be inserted by the Entity before the Bidding Documents are issued.

## Contract Agreement Form

---

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between [name of MARINA] of the Philippines (hereinafter called "the Entity") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures] (hereinafter called "the Contract Price").

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Bid Form and the Price Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the Entity's Notification of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier).

## Form of Performance Security (Bank Guarantee)

---

To : [Name of MARINA]  
[Address of MARINA]

WHEREAS, [insert name and address of Supplier] (hereinafter called the "Supplier") has undertaken, in pursuance of Contract No. [insert number] dated [insert date] to execute [insert name of contract and brief description] (hereinafter called the "Contract");

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

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

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Supplier, up to a total of [insert amount of guarantee]<sup>5</sup> proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [insert amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

This guarantee shall be valid until the date of your issuance of the Notice of Final Acceptance.

---

<sup>5</sup> An amount is to be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract.

SIGNATURE AND SEAL OF THE GUARANTOR \_\_\_\_\_

NAME OF BANK \_\_\_\_\_

ADDRESS \_\_\_\_\_

DATE \_\_\_\_\_



## Bank Guarantee Form for Advance Payment

---

To: *[name and address of MARINA]*  
*[name of Contract]*

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 9 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the "Supplier") shall deposit with the MARINA 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 MARINA 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 MARINA 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]*

## Affidavit of Disclosure of No Relationship

---

*[See Clause 4.2 of the Instructions to Bidders.]*

I, *[name of the affiant]*, *[state nationality]*, of legal age, *[state status]*, after having been duly sworn in accordance with law, do hereby depose and state that:

1. I am the authorized representative of *[insert name of Bidder]* with office address at *[insert address]* an established and reputable Supplier of *[insert name and/or description of the GOODS]* for the bidding of *[insert name of the Project]* by the *[insert name of MARINA]* (hereinafter referred to as the "MARINA");
2. None of the *[officers / directors / controlling stockholders / members / owners]* of the *[name of the Bidder]* are related by consanguinity or affinity up to the third civil degree to the Head of the MARINA or any of the MARINA's officers or employees having direct access to information that may substantially affect the result of the bidding, such as, but not limited to, the members of the Bids and Awards Committee (BAC), the members of the Technical Working Group (TWG), the BAC Secretariat, the members of the Project Management Office (PMO), and the designers of the project.
3. I am making this statement in compliance with Section 47 of the Implementing Rules and Regulations Part A of Republic Act 9184, and in accordance with the requirements of the *MARINA*
4. I understand and accept that any false statement in this respect will render *[name of the Bidder]*, and its authorized officers liable for prosecution to the full extent of the law.

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

\_\_\_\_\_  
Affiant

SUBSCRIBED AND SWORN to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, Philippines.

\_\_\_\_\_  
Notary Public

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 20\_\_

## Omnibus Sworn Statement

---

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

### A F F I D A V I T

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

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

*If a sole proprietorship:* I am the sole proprietor 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 of *(Name of Bidder)*, I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for *(Name of Project)* of the *(Name of Procuring Entity)*;

*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 and/or to represent the *(Name of Bidder)* in the bidding as shown in the attached *(state title of attached document showing proof of authorization (e.g. duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture))*;

3. *(Name of Bidder)* is not "blacklisted" or barred from the 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 other:***



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 in the City/Municipality of \_\_\_\_\_  
(indicate also the Province in the case of the Municipality \_\_\_\_\_  
day of \_\_\_\_\_(month & year) by \_\_\_\_\_(name of affiant), who has satisfactorily  
proven to me his identity through his \_\_\_\_\_ (ID name and number) valid until  
\_\_\_\_\_(expiry date), that he is the same person who personally signed before me  
the foregoing Affiant and acknowledged that he executed the same.

\_\_\_\_\_  
(Notary Public)

Until \_\_\_\_\_  
PTR No. \_\_\_\_\_  
Date \_\_\_\_\_  
Place \_\_\_\_\_  
TIN \_\_\_\_\_  
IBP \_\_\_\_\_

Doc. No. : \_\_\_\_\_  
Page no. : \_\_\_\_\_  
Book No. : \_\_\_\_\_  
Series of 20 \_\_\_\_\_

## Waiver to file a Motion for Reconsideration

# WAIVER

I, (Name of the Representative of the Bidder), of legal age, with office address at (Address of the Representative), after having sworn in accordance with the law, hereby depose and say:

1. That I am the (Position of the Representative) of (Name of the Bidder) with business address at (Address of the Bidder);
2. That I am the duly authorized representative of the (Name of the Bidder);
3. That (Name of the Bidder) is a bidder for the construction of (Name of the Project);
4. The (Name of the Bidder), having been declared ineligible by the (Name of the procuring Entity) BAC accepts said declaration by the (Name of the procuring Entity) BAC and will not file a motion for reconsideration;

AFFIANT FURTHER SAYETH NAUGHT.

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

\_\_\_\_\_  
Affiant

## ***MOTION FOR RECONSIDERATION***

*Date of Issuance*

THE CHAIRMAN  
Bids and Awards Committee

***Name of the Procuring Entity***

***Address of the Procuring Entity***

***Facsimile Number***

Dear Sir / Madame:

In relation to the results of the Eligibility Check conducted for the bidding of the (Name of Project) held on (date and time of the Eligibility Check) at (venue of the Eligibility Check), we would like to request for reconsideration the decision of "Ineligibility" of our firm on the following grounds:

We are hoping for your consideration.

Very truly yours,

**Name of the Representative of the Bidder**

**Postion of the Representative**

**Name of the Bidder**

Received by the BAC:

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

Standard Form Number: SF-GOOD-35  
Revised on: May 24, 2004



**AUTHORITY OF SIGNATORY**

**SPECIAL POWER OF ATTORNEY**

I, \_\_\_\_\_, President of \_\_\_\_\_, a corporation incorporated under the laws of \_\_\_\_\_ with its registered office at \_\_\_\_\_, by virtue of Board Resolution No. \_\_\_\_\_ dated \_\_\_\_\_, has made, constituted and appointed \_\_\_\_\_ true and lawful attorney, for it and its name, place and stead, to do, execute and perform any and all acts necessary and/or represent \_\_\_\_\_ in the bidding of \_\_\_\_\_ as fully and effectively as corporation might do if personally present with full power of substitution and revocation and hereby confirming all that said representative shall lawfully do or cause to be done by virtue hereof.

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

Signed in the Presence of:

\_\_\_\_\_

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES )  
QUEZON CITY )SS.

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared:

<u>NAME</u>	<u>CTC NO.</u>	<u>ISSUED AT/ON</u>
_____	_____	_____
_____	_____	_____

known to me and known to be the same person who executed the foregoing instrument consisting of \_\_\_\_\_ ( ) pages, including the page whereon the acknowledgments is written and acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

Notary Public  
Until 31 December 20\_\_\_\_  
PTR No.\_\_\_\_\_  
Issued at:\_\_\_\_\_  
Issued on:\_\_\_\_\_  
TIN No. \_\_\_\_\_

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

## AUTHORITY OF SIGNATORY

### SECRETARY'S CERTIFICATE

I, \_\_\_\_\_, a duly elected and qualified Corporate Secretary of \_\_\_\_\_, a corporation duly organized and existing under and by virtue of the law of the \_\_\_\_\_, DO HEREBY CERTIFY, that:

I am familiar with the facts herein certified and duly authorized to certify the same;

At the regular meeting of the Board of Directors of the said Corporation duly convened and held on \_\_\_\_\_ at which meeting a quorum was present and acting throughout, the following resolutions were approved, and the same have not been annulled, revoked and amended in any way whatever and are in full force and effect on the date hereof:

RESOLVED, that \_\_\_\_\_ be, as it hereby is, authorized to participate in the bidding of \_\_\_\_\_ (Project ID-No.) \_\_\_\_\_ by the (Name of the Procuring Entity); and that if awarded the project shall enter into a contract with the (Name of the Procuring Entity); and in connection therewith hereby appoint \_\_\_\_\_, acting as duly authorized and designated representatives of \_\_\_\_\_, are granted full power and authority to do, execute and perform any and all acts necessary and/or to represent \_\_\_\_\_ in the bidding as fully and effectively as the \_\_\_\_\_ might do if personally present with full power of substitution and revocation and hereby satisfying and confirming all that my said representative shall lawfully do or cause to be done by virtue hereof;

RESOLVED FURTHER THAT, the \_\_\_\_\_ hereby authorizes its President to:

- (1) execute a waiver of jurisdiction whereby the \_\_\_\_\_ hereby submits itself to the jurisdiction of the Philippine government and hereby waives its right to question the jurisdiction of the Philippine courts;
- (2) execute a waiver that the \_\_\_\_\_ shall not seek and obtain writ of injunctions or prohibition or restraining order against the AFP or any other agency in connection with this project to prevent and restrain the bidding procedures related thereto, the

negotiating of and award of a contract to a successful bidder, and the carrying out of the awarded contract.

WITNESS the signature of the undersigned as such officer of the said \_\_\_\_\_ this \_\_\_\_\_.

\_\_\_\_\_  
(Corporate Secretary)

#### ACKNOWLEDGMENT

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_ affiant exhibited to me his/her Community Tax Certificate No.  
\_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_,  
Philippines.

Notary Public  
Until 31 December 20\_\_\_\_  
PTR No. \_\_\_\_\_  
Issued at: \_\_\_\_\_  
Issued on: \_\_\_\_\_  
TIN No. \_\_\_\_\_

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

**CERTIFICATION AS TO COMPLIANCE OF EXISTING LABOR  
LAWS AND STANDARDS**

**(NAME OF PROJECT)**

**(LOCATION)**

Date of Opening of Bids : \_\_\_\_\_

I, (Name of the Representative of the Bidder) of legal age, with residence and address at \_\_\_\_\_, after having been duly sworn to in accordance with law, hereby depose and say:

1. That I am the (position of the representative of the Bidder) of (Name of the Bidder);
2. That our firm/company shall abide with the existing labor laws and standards, rules and regulations of the Department of Labor and Employment (DOLE) in connection with the implementation of the project.
3. That if our Firm/Company violates any rule and regulations as prescribed for by DOLE, I/We will accept sanctions that may be imposed on our firm.

IN FAITH WHEREOF, I hereunto affixed my signature this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_, Philippines.

\_\_\_\_\_  
Affiant

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

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_ in \_\_\_\_\_, Philippines. Affiant exhibiting to me his \_\_\_\_\_ issued on \_\_\_\_\_.

Doc. No. \_\_\_\_\_

Book No. \_\_\_\_\_

Page No. \_\_\_\_\_

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

Standard Form Number: SF-GOOD-38

Revised on: May 24, 2004

## ***Certification on Bidder's Responsibilities***

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

### **SWORN STATEMENT**

I,           (Representative of the Bidder)          , of legal age,           (civil status)          , residing at           (Address)          , under oath, hereby depose and say:

1. I am the           (Position)           of the           (Name of the Bidder)           and am duly authorized to make this statement in behalf of           (Name of the Bidder)          ;
2. With regard to the bidding of           (Name of the Project)           of the           (Name of the Procuring Entity)          ,           (Name of the Bidder)           is attesting that it is responsible for:
  - 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; and
  - d) having complied with its responsibility as provided for under Section 22.5.1;
3. That I am making this statement as part of the bidding requirement for           (Name of the Project)          .

IN FAITH WHEREOF, I hereby affix my signature this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.

          (Name of Representative of the Bidder)          

AFFIANT

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_, day of \_\_\_\_\_ 2003, affiant exhibiting to me his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_, Philippines.

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_

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

Until \_\_\_\_\_  
PTR No. \_\_\_\_\_

Date \_\_\_\_\_  
Place \_\_\_\_\_  
TIN \_\_\_\_\_

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

NFCC = P \_\_\_\_\_

K = 10 for a contract duration of one year or less, 15 for more than one year up to two years and 20 for more than two years

or

Commitment from a licensed bank to extend to it a credit line if awarded the contract or a cash deposit certificate in the amount of at least 10% of the proposed project to bid.

Name of \_\_\_\_\_ Bank: \_\_\_\_\_ Amount: \_\_\_\_\_

Herewith attached are certified true copies of the income tax return and audited financial statement: stamped "RECEIVED" by the BIR or BIR authorized collecting agent for the immediately preceding year and the cash deposit certificate or certificate of commitment from a licensed bank to extend a credit line.

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.

## **Request for Clarification**

### ***Date of Issuance***

THE CHAIRMAN  
Bids and Awards Committee

### ***Name of Procuring Entity***

*Address of Procuring Entity*

*Facsimile No.:*

*Contact Person:*

Dear Sir / Madame:

In relation to the Section \_\_\_\_ of Page \_\_\_\_ of the Bidding Documents for (Name of the Project), to wit:

" (quote unclear provision) "

We would appreciate it if you could provide further explanation or clarification on the above.

Thank you very much.

Very truly yours,

**Name of the Representative of the Bidder**

**Name of the Bidder**

Received by the BAC:

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

***Certification of Non-inclusion in the Blacklist***

(Date of Issuance)

(Name of the Head of the Procuring Entity)  
(Position of the Head of the Procuring Entity)  
(Name of Procuring Entity)  
(Address of Procuring Entity)

Attention : The Chairman  
Bids and Awards Committee

Dear Sir / Madame:

In compliance with the requirements of the (Procuring Entity) BAC and pursuant to the Implementing Rules and Regulations of Republic Act 9184, the undersigned hereby declares that (Name of the Bidder) intending to bid for this project is not included in the blacklist of contractors for government or any of its agencies, offices, corporations, or local government units; neither is it included in the Consolidated Blacklisting Report issued by the Government Procurement Policy Board.

Very truly yours,

Name of the Representative of the Bidder  
Position  
Name of the Bidder

## CERTIFICATE OF AUTHENTICITY

### CERTIFICATION

I, (Representative of the Bidder), of legal age, (civil status), Filipino and residing at (Address of the Representative), under oath, hereby depose and say:

1. That I am the (Position in the Bidder) of the (Name of the Bidder), with office at (Address of the Bidder);
2. That each of the documents submitted is an authentic and original copy or a true and faithful reproduction of the original, complete and that all statements and information provided therein are true and correct;
3. That I am making this statement as part of the eligibility requirement of (Name of the Bidder) for (Name of the Project).

IN FAITH WHEREOF, I hereby affix my signature this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_, Philippines.

\_\_\_\_\_  
AFFIANT

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_, day of \_\_\_\_\_ 2003, affiant exhibiting to me his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_, Philippines.

\_\_\_\_\_  
(Notary Public)

Until \_\_\_\_\_  
PTR No. \_\_\_\_\_  
Date \_\_\_\_\_  
Place \_\_\_\_\_  
TIN \_\_\_\_\_

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

## **COMPANY OR AGENCY RECRUITMENT AND HIRING PLAN**

1. Organizational Structure
2. Duties and responsibilities
3. Company policy on hiring
4. Procedures for Recruitment and Hiring
  - a. Publication
  - b. Company test and assessment (include interview)
  - c. Evaluation and criteria in accepting new employees
5. Minimum Requirement for Utility Personnel
  - a. Medical
  - b. Education
  - c. Experience
  - d. Training Requirement
6. Training Procedures (In-house)
  - a. Company briefing prior deployment
  - b. Familiarization procedures including tour on the clients' facilities
  - c. Identification of training needs

## **COMPANY OR AGENCY HOUSEKEEPING PLAN**

### **1. DAILY ROUTINE OPERATIONS:**

- a. Sweeping, mopping and spot scrubbing of all offices and common areas (i.e., hallway, corridors, and stairways);
- b. Cleaning, sanitizing and disinfecting of toilets and washrooms, which includes the use of special sanitizing and disinfecting agents in wash basins, urinals and toilet bowls;
- c. Dusting and cleaning of horizontal and vertical structure surfaces in offices/units and common areas;
- d. Dusting and cleaning of all glass panes, windows, doors and window ledges, air vents and partitions, furniture and fixtures which require specialized maintenance;
- e. Dusting and cleaning of window sills and vacuum cleaning of carpets and draperies;
- f. Cleaning of receptacles in offices/units and common areas;
- g. Proper disposal of garbage and washing of garbage chutes;
- h. Spraying of air fresheners and disinfectants in all offices;
- i. Maintain and provide indoor plants for hallways.

### **2. WEEKLY PERIODIC OPERATIONS (EVERY WEEKENDS):**

- a. Polishing of floors;
- b. Dusting of lighting fixtures, hanging lamps and electric fans, etc.;
- c. Washing and cleaning of inside and outside glass windows, glass partitions and doors;
- d. Thorough washing/cleaning/sanitizing and disinfecting of all washrooms and toilet fixtures;

### **3. MONTHLY PERIODIC OPERATIONS:**

- a. Thorough general cleaning by way of scrubbing, spot-checking of damaged tiles, removal of stains and others;

- b. Thorough cleaning and washing of inside walls and ceilings;
- c. Shampooing and vacuuming of carpeted areas;
- d. Vacuuming of chairs and sofa sets;
- e. Thorough inspection and removal of stain marks on carpeted areas;
- f. Washing and cleaning of light diffusers, venetian blinds, screens, outside walls, ceilings, etc.;

**4. ADDITIONAL SERVICES TO BE PROVIDED FREE OF CHARGE:**

- a. Reporting of all breakages, electrical malfunctions and others that require immediate attention;
- b. Provide one (1) roving Coordinator who will coordinate with the supervisor from time to time in monitoring the performance of the personnel deployed;
- c. Errand services as required by MARINA;
- d. Reporting minor repair and close coordination;
- e. To provide other equipment that will be necessary during general cleaning;

Name of the Procuring Entity

Project Reference Number  
Name of the Project  
Location of the Project

Standard Form Number: SF-GOOD-13a  
Revised on: July 28, 2004

**List of all Ongoing Government & Private Contracts including contracts awarded but not yet started**

Business Name : \_\_\_\_\_  
Business Address : \_\_\_\_\_

Name of Contract/ Project Cost	a. Owners Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Date Awarded b. Date Started c. Date Completion	% of Accomplishment		Value of Outstanding Works / Undelivered Portion
			Description	%		Planned	Actual	
<u>Government</u>								
<u>Private</u>								
						Total Cost		

Note: This statement shall be supported with:

1. Notice of Award and/or Contract
2. Notice to Proceed issued by the owner
3. Certificate of Accomplishments signed by the owner or authorized representative

Submitted by : \_\_\_\_\_  
(Printed Name & Signature)  
Designation : \_\_\_\_\_  
Date : \_\_\_\_\_