

**PHILIPPINE BIDDING DOCUMENTS**

**INVITATION TO BID FOR THE**

**PROCUREMENT AND  
DELIVERY OF JANITORIAL  
MANPOWER AND SERVICES**

**FOR 1 YEAR (JANUARY 2023-DECEMBER 2023)**

**NATIONAL COMMISSION ON MUSLIM FILIPINOS**

Reference No. NCMF-IB-No. 2022-009

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## Glossary of Acronyms, Terms, and Abbreviations

**ABC** – Approved Budget for the Contract

**BAC** – Bids and Awards Committee

**Bid** – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to a *Proposal* and *Tender*. (2016 Revised IRR, Section 5[c]).

**Bidder** – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the bidding Documents (2016 Revised IRR Section 5 [d]).

**Bidding Documents** - The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 Revised IRR, Section 5[e]).

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

**Consulting Services** – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies, (2016 Revised IRR, Section 5[i]).

**CDA** – Cooperative Development Authority.

**Contract** – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer price Index.

**DDP** – Refers to the quoted price of the Goods, which means “delivered duly paid.”

**DTI** – Department of Trade and Industry

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

**Foreign-funded Procurement or Foreign-Assisted Project** – Refers to procurement whose funding source is from foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement (2016 Revised IRR, Section 5[b]).

**Framework Agreement** – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum of three (3) years. (GPPB Resolution No. 27-2019).

**GFI** – Government Financial Institution.

**GOCC** – Government-owned and/or controlled corporation.

**Goods** – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 Revised IRR, Section 5[r]).

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital building, and other related construction projects of the government. Also referred to as civil works or works (2016 Revised IRR, Section 5[u]).

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**Procurement Project** – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019).

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

**Supplier** – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 Mayn2019). Supplier as used in the Bidding Document may likewise refer to a distributor, manufacturer, contractor, or consultant.

# **Section I. Invitation to Bid**

# INVITATION TO BID

## PROCUREMENT AND DELIVERY OF JANITORIAL SERVICES AND MANPOWER

Reference No.: NCMF-IB No. 2022-009

Funding Source: - NCMF (GoP)

End-user: ADMINISTRATIVE SERVICES

1. The National Commission on Muslim Filipinos (NCMF), through the General Appropriations Act of 2023 (GAA) intends to apply the sum of **TWO MILLION PESOS (P2,000,000.00)** being the ABC for the Procurement and Delivery of Janitorial Services and Manpower. Bids received in excess of the ABC shall be automatically rejected at bid opening.

The NCMF invites PhilGEPS registered service providers to apply for eligibility and to bid for the hereunder project with schedule of activities:

Procurement Stages	ABC: P2,000,000 Bid Docs Fee: P5,000.00	Venue
Pre-bid Conference	December 5, 2022, 1:00 pm	NCMF OSEC/OED Conference Room
Submission of Bids	December 19, 2022, 9:30 pm	
Opening of Bids	December 19, 2022, 10:00 am	

2. Bidders should have completed, within 3 years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instruction to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 Revised Implementing Rules and Regulation (IRR) of the Republic of (RA) No. 9184.
  - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective bidders may obtain further information from NCMF and inspect the Bidding Documents at the address given below during office hours.
5. The complete set of Bidding Documents may be purchased at the NCMF BAC Secretariat (see address below) upon payment of price of bid documents pursuant to the latest Guidelines issued by the GPPB. The Bidding Documents may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) ([www.philgeps.gov.ph](http://www.philgeps.gov.ph)) and NCMF ([www.ncmf.gov.ph](http://www.ncmf.gov.ph)) provided that the Bidder shall pay the price not later than the submission of their bids.

6. All interested bidders shall be allowed to attend and participate in the discussion during the Pre-bid Conference at the NCMF OSEC Conference Room, 79 Jocfer Bldg., Commonwealth Avenue, Diliman, Quezon City.
7. Bids must be duly received by the BAC Secretariat through manual submission at the NCMF-BAC Secretariat Office (see address below) on or before the deadline (see schedule).
8. The Submission and Opening of Bids shall be on held at the NCMF-OSEC Conference Room. Bids will be opened in the presence of the bidder's representatives who choose to attend the activity. Late bids shall not be accepted.
9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
10. The NCMF reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 Revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

*BAC Secretariat  
National Commission on Muslim Filipinos, Central Office  
79 Jocfer Bldg., Brgy. Holy Spirit, Commonwealth Ave. Diliman, Quezon City  
Tel. No. 8952-4875  
Email address: bacsecretariat@ncmf.gov.ph*

**Original Signed**  
**TAHIR S. LIDASAN, JR., CESO II**  
Executive Director and BAC Chairman

## II. Instruction to Bidders

### 1. Scope of Bid

The NCMF wishes to receive Bids for the Procurement and Delivery of Janitorial Services and Manpower of the National Commission on Muslim Filipinos with Reference No. NCMF IB No. 2022-009

The Procurement Project is composed of 41 pages the details of which are described in Section VII (Technical Specifications).

### 2. Funding Information

2.1. The GOP through the source of funding as indicated below in the amount of Lot 1 – P2,000,000.00

2.2. The source of funding the approved General Appropriations Act of 2023.

### 3. Bidding Requirements

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

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

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

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

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

### 5. Eligible Bidders

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

5.2 [*select one, delete other/s*]

- a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
  - i. When Treaty or International or Executive Agreement as provided in Section 4 of the RA no. 9284 and its 2016 Revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.

5.3 Pursuant to Section 23.4.1.3 of the 2016 Revised IRR of RA 9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSAs CPI, must be at least equivalent to:

- b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.

5.4 The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA 9184.

## **6. Origin of Goods**

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

## **7. Subcontracts**

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

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

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time at NCMF OSEC Conference Room, 79 Jocfer Bldg., Barangay Holy Spirit, Commonwealth Avenue, Diliman, Quezon City as indicated in paragraphs 3 and 7 of the **IB**.

## **9. Clarification and Amendment of Bidding Documents**

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

## **10. Documents comprising the Bid: Eligibility and Technical Components**

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

## **11. Documents comprising the Bid: Financial Component**

1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 Revised IRR of RA No. 9184.

3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
4. For Foreign-funded Procurement, a ceiling may be applied to bid prices IRR of RA 9184.

## **12. Bid Prices**

12.1 Prices indicated on the Price Schedule shall be entered separately in the following manner:

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

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

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

## **14. Bid Security**

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

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

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

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

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

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

1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraphs 3 and 9 of the **IB**.

## **17. Opening and Preliminary Examination of Bids**

1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraphs 3 and 9 of the **IB**. The Bidder's representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.  
In case the Bids cannot be opened as scheduled due to justifiable requirements under Section 29 of the 2016 Revised IRR of RA No. 9184 shall prevail.
2. The preliminary examination of bids shall be governed by Section 30 of the 2016 Revised IRR of RA 9184.

## **18. Domestic Preference**

1. The Procuring Entity will grant a margin of reference for the purpose of comparison of Bids in accordance with Section 43.1.2. of the 2016 Revised IRR of RA 9184.

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

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

## **20. Post-Qualification**

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

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

- 21.1 The documents required in Section 37.2 of the 2016 Revised IRR of RA No. 9284 shall form part of the Contract. Additional Contract documents are indicated in the BDS.

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

## BID DATA SHEET

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be:  a. <i>Procurement and Delivery of Janitorial Services and Manpower.</i>

	b. Completed within 3 years prior to the deadline for the submission and receipt of bids.
7.1	<i>No further instructions</i>
12	The price of the Goods shall be quoted DDP in the Philippines or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amount:</p> <p><b>LOT 1 – P2,000,000.00</b></p> <p>a. The amount of not less than <u>Php40,000.00 (2% of ABC)</u>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than <u>Php100,000.00 (5% of ABC)</u> if bid security is in Surety Bond.</p>
19.3	<i>No further instructions</i>
20.2	<p>For purpose of Post-qualification, the following document(s) shall be required:</p> <p>a. Latest Income and Business Tax Returns;</p> <p>b. 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;</p> <p>c. Mayor's Permit issued by the city or municipality where the principal place of business of the prospective bidder is located;</p> <p>d. Tax Clearance Certificate per Executive Order No. 398, Series of 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR);</p> <p>e. Audited Financial Statements, stamped "received by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, for the preceding calendar year, which should not be earlier than two (2) years from bid submission;</p>

## Section IV. General Conditions of Contract

## **1. Scope of Contract**

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

conditions of the Contract, and thus, applicable in contract implementation. Herein causes shall serve as the secondary source for the terms and conditions of the Contract.

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

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

## **2. Advance Payment and Terms of Payment**

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

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

## **3. Performance Security**

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 29 of the 2016 revised IRR of RA No. 9184.

## **4. Inspection and Tests**

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project. In addition to tests in the SCC, Section IV (Technical Specifications) shall specify what inspection and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

## **5. Warranty**

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

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

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

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

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

# **Section V. Special Conditions of Contract**

## Special Conditions of Contract

GCC Clause	
1	Delivery and Documents –

For purposes of the Contract, “EXW”, “FOB”, “FCA”, “CIF”, “CIP”, “DDP”, and other trade used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:

*[For Goods supplied from abroad, state:]* “The delivery terms applicable to the Contracts are DDP delivered *[indicate place of destination]*. In accordance with INCOTERMS.”

*[For Goods supplied from within the Philippines, state:]* “The delivery terms applicable to this Contract are delivered *at the National Commission on Muslim Filipinos – 79 Jocfer Building, Commonwealth Avenue, Diliman, Quezon City destination*. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).

For purposes of this Clause the Procuring Entity’s Representative at the Project Site is *[indicate name(s)]*.

Incidental Services –

The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI, Schedule of Requirements: *Select appropriate requirements and delete the rest.*

- a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- f. *[Specify additional incidental service requirements, as needed.]*

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

Spare Parts –

	<p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p>Select appropriate requirements and delete the rest.</p> <ul style="list-style-type: none"> <li>a. Such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>b. In the event of termination of production of the spare parts: <ul style="list-style-type: none"> <li>i. Advance notifications to the Procuring Entity of the pending terminations, in sufficient time to permit the Procuring Entity to procure needed requirements, and</li> <li>ii. Following such terminations, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul> </li> </ul> <p>The spare parts and other components required are listed in <b>Section VI (Schedule of Requirements)</b> and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <i>[indicate here the time period specified. If not used indicate a time period of three times the warranty period]</i>.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, <i>[within insert appropriate time period]</i> months of placing the order.</p>
	<p><b>Packaging –</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods: final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p>

	<p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity  Name of the Supplier  Contract Description  Final Destination  Gross weight  Any special lifting instructions  Any special handling instructions  Any relevant HAZCHIEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier and related costs shall be included in the contract price.</p>
	<p>Where the supplier is required under Contract to deliver the</p> <p>Goods CIF, CIP or DDP, Goods are be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippine dot supplied by domestic Suppliers risk and title will not be deemed to have passed to</p>

	<p>the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
<b>2.2</b>	Partial payment if not allowed.
<b>4</b>	<p>The inspections and tests that will be conducted:</p> <p>Conduct of twice (2x) a month maintenance service (inspection and adjustments), and Train personnel assigned to operate the machine/s.</p>

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

## Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
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1	Procurement and Delivery of Janitorial Services and Manpower, 6 days a week	Eight (8) janitorial manpowers	P2,000,000	10 days upon issuance of Notice to Proceed
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## **Section VII.**

### **TERMS OF REFERENCE:**

# JANITORIAL SERVICES FOR A PERIOD OF ONE (1) YEAR IN THE NATIONAL COMMISSION ON MUSLIM FILIPINOS

## SECTION VII

### TERMS OF REFERENCE

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.

Item	Specifications	Statement of Compliance
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I	<b>PERFORMANCE CRITERIA</b>	
A	The Contractor shall maintain a satisfactory level of performance throughout the contract period based on the following set of performance criteria:	
	1. Quality of service delivered	
	2. Time management	
	3. Management and suitability of personnel	
	4. Contract administration and management	
	5. Provision of regular progress report	
	6. Attentiveness and presence of mind	
	7. Compliance with NCMF instructions and policies	
	The foregoing criteria shall be used to assess the quarterly level of performance of the Contractor and its janitorial personnel as basis for continuity of the contract.	
II.	<b>TECHNICAL EVALUATION PARAMETERS</b>	
1.	<b>Stability</b>	
	a. Years of experience – At least 5 years in the janitorial business	
	b. Liquidity of Contractor – At least Five Million Pesos (P5,000,000) (Current assets minus stocks minus current liabilities based on the Contractor’s balance sheet as of December 31, 2021)	
	c. Organizational set up – with good and efficient office set-up, personnel, office tools and equipment	
2.	<b>Resources</b>	
	a. Number and Kind of Equipment and Supplies – With the minimum number and kind of equipment and supplies as specified under Section VI. Schedule of Requirements	
	b. Number of Janitors – with at least 50 janitors	
	c. Number of Supervisors – At least 5 supervisors	
3.	<b>Housekeeping Plan</b> – Said plan must be tailored fit for the service requirements of the NCMF. The Contractor shall state/enumerate the specific methodology to be employed for the execution of the Housekeeping Plan. The Housekeeping Plan should accordingly be made part of the Contractor’s submission.	
4.	<b>Other Factors</b>	
	a. Recruitment and Selection Criteria – The Contractor shall ensure that the janitors to be assigned in the NCMF have undergone adequate and relevant training before deployment, and have satisfactorily passed the Contractor’s relevant screening and selection tests to determine their fitness to perform said services.	
	b. Completeness of uniforms and other paraphernalia.	
III.	<b>HOUSEKEEPING PLAN</b>	
1.	Daily Housekeeping Responsibilities Including but not limited to the following areas: (i) common office area; (ii) conference rooms; (iii) hallways/corridors; (iv) stairways; (v) pantry; (vi) restrooms; and (vii) storage rooms.	
	a. Report to each respective assigned area; sweep the floor and pick-up with the dustpan litters scattered around the NCMF premises.	
	b. Scoop off any sticky substance or dirt on the floor with putty knife and clean with damp cloth or rag.	

	c. Mop the floor with damp mop head. Finish cleaning with clean and dry mop head.	
	d. Wipe with damp cloth or rag all tables, chairs, computers, steel and wooden cabinets, electric fans, telephone instruments, refrigerators, air conditioning grilles and casing, and other office equipment. Finish cleaning with a clean and dry cloth or rag.	
	e. Empty ashtrays and waste baskets/receptacles. Clean same with liquid detergent and rinse off with water and let dry. Return ashtrays and wastebaskets, receptacles to their respective places.	
	f. Wipe with damp cloth all window sills, window panes/glass, mirrors, roman shades, aluminum/stainless steel frame doors and stair railings.	
	g. Remove stain marks or dirt on walls, doors and building posts with chemical removers or with cloth, soak in liquid detergent or cleanser. Finish cleaning with damp cloth or rag.	
	h. Wash with water the whole area of the comfort room, then sweep and drain. Drain or remove water inside toilet bowl before pouring cleanser. Let it stay for a while, in the meantime, sprinkle cleanser on walls and floor tiles, water closet tank, lavatory and sink, and toilet bowl. Scrub inside of toilet bowl with brush or sponge with handle, then flush. Scrub with brush or sponge the whole area of the comfort room. Rinse off with water and dry and clean mop/cloth. Clean mirrors with damp newspaper or cloth and finish cleaning with dry cloth. Spray comfort room with air freshener.	
	i. Sweep and clean driveways.	
	j. Cut/Uproot unsightly grass growth (if applicable)	
	k. Water potted/indoor ornamental plants inside the NCMF offices. (if applicable)	
	l. Trim and remove dried leaves both inside and outside NCMF(if applicable)	
	m. Attend to the needs of any meetings as may be required by each office or bureau.	
	n. Report any unnecessary maintenance repairs immediately.	
	o. Stay in their respective post for messengerial/errand work.	
2.	Weekly Maintenance – general cleaning of all areas every Saturday.	
	a. Scrub and strip off sticking dirt, gums and other similar substances, particularly those inner areas and corners. Wash clean with soap and water, then dry.	
	b. High clean/sweep cobwebs off the ceiling and wipe light fixtures/diffuser and upper walls.	
	c. Remove dirt and wash clean with soap and water all window grilles and panes, stairways, balcony and walls.	
	d. Thoroughly clean all comfort rooms particularly the toilet bowls, lavatories and men’s urinals. Apply disinfectant and deodorize all areas.	
	e. Thoroughly clean office furniture and fixtures and other office equipment, taking extra care in moving the same to avoid damage.	
	f. Apply floor wax on floors and polish shine.	
	g. Spray insecticide or apply rodenticides inside NCMF offices to eradicate rats, flies, mosquitoes, termites, white ants and other pests.	

	h. Cultivate soil and fertilize indoor and outdoor plans (if applicable)	
	i. Clean catch basins and all planter boxes.	
	j. Clean/wash garbage cans.	
	k. Clean all parts of the refrigerator.	
	l. Clean microwave oven/oven toasters.	
	m. Disinfection of work areas and frequently handled and touched objects such as toilets, door handles or door knobs, countertops, switches and tables at least once every two (2) hours with disinfectant solution of 1:10 bleach and water dilution.	
	n. Other related janitorial services.	
3.	Monthly maintenance every Saturday of the month.	
	a. Wipe/clean venetian blinds.	
	b. Clean inside windows.	
	c. Clean door jambs, balusters, and handrails.	
	d. Clean glass walls/partitions.	
	e. Vacuum and clean all upholstered furniture.	
	F. General cleaning of all areas covered by this contract.	
	G. Cleaning of diffusers, light, venetian blinds and other fixtures as may be indicated by the NCMF.	
	H. Cleaning, dusting, sweeping and mopping all floors at the storage rooms.	
	I. Wash walls.	
4.	Miscellaneous services to be performed whenever required.	
	a. Provide logistical assistance during meetings and conferences.	
	b. Haul/move office furniture, fixtures and equipment.	
	c. Messengerial and errand work.	
	d. Make available at all times relievers and/or replacements to ensure continuous and uninterrupted services in case of absence of the janitor regularly assigned to each office or bureau or area.	
	e. Exercise the necessary supervisory work.	
5.	Other services officered/as may be necessarily required.	
6.	MISCELLANEOUS SERVICES	
	a. Shampooing of carpets and furniture in fabric quarterly or as may be indicated by the NCMF.	
	b. Assistance in the undertaking of necessary repairs, revarnishing, repainting, construction or improvement of shelves and other furniture or renovations.	

	<p>c. Hauling of office furniture and equipment.</p> <p>d. Report of needed repairs such as leaking of pipes and faucets.</p> <p>e. Cleaning and de-clogging of basins, comfort room drainage, gutters and waterspouts.</p> <p>f. Performing miscellaneous official errands as may be required by heads of offices.</p>	
7.	<p><b>GENERAL CONDITIONS</b></p> <p>1. In order to carry out the maintenance, janitorial and sanitation services, the SERVICE AGENCY shall furnish its personnel with all the necessary equipment, supplies and materials for its own account. The cost of electricity and water shall be for the account of the NCMF. All the supplies of the SERVICE AGENCY shall be turned over on a quarterly basis to the Administrative Division for monitoring/safekeeping based on the bid details of the SERVICE AGENCY. The NCMF shall provide a space where aforementioned equipment and materials of the SERVICE AGENCY shall be stored. The NCMF may inspect the said space at any time through its duly authorized representative. The SERVICE AGENCY shall hold the NCMF free from any liability arising from loss or damage of such materials and equipment.</p> <p>2. For the performance of the foregoing maintenance and sanitation job, the SERVICE AGENCY shall furnish the services of healthy, reliable, honest, professionally trained and carefully selected personnel who have the necessary and adequate Medical (including drugs test), NBI and Police Clearances composed of <b>eight (8) janitors</b> to work eight (8) hours a day, six (6) days a week, from Mondays to Saturdays except Sundays and holidays.</p> <p>This number may be increased or decreased depending upon the exigencies of the service or the need of the janitorial services as may be determined by the NCMF based on the rates as shown in the attached Approved Budget for the Contract through a written request of its Head or the Chairman.</p> <p>3. The performance of the SERVICE AGENCY shall be rated based on a prescribed set of performance criteria on a monthly basis. The NCMF may also conduct an overall annual assessment or evaluation of the performance of the SERVICE AGENCY. Based on the assessment, the NCMF may pre-terminate the contract for the failure of</p>	

the SERVICE AGENCY to perform its obligations and to conform on the standards of the NCMF. The NCMF may, however, renew the contract on a monthly basis up to a

maximum duration of one (1) year, subject to performance evaluation and compliance with the Revised Implementing Rules and Regulations (RIRR) of Republic Act No. 9184.

4. The SERVICE AGENCY's personnel shall be provided with adequate uniforms and appropriate Identification Cards at the expense of SERVICE AGENCY, which shall

be worn by the janitors at all times for proper identification.

5. The SERVICE AGENCY shall provide relievers and/or replacement at all times in case of absence of its personnel. Overtime work rendered by janitors and

supervisors during special occasion such as conferences, meetings, anniversaries and other special events shall be subject to prior authorization by the concerned Head of Office and availability of funds.

6. The Supervisor of the janitors shall receive instructions regularly from the NCMF's representative (General Services Division, Chief), i.e. rotation of janitor's areas for

further improvement to effectively and efficiently provide the sanitation, maintenance and janitorial services for the NCMF. The Supervisor may likewise be replaced or

subjected to rotation upon recommendation of the NCMF's representative and upon approval of the Chairman.

7. The Supervisor shall submit to the Chief, General Services Division, a list of persons to perform the job indicating their definite assignment. Said official shall be duly informed of any change of assignment of personnel.

8. Each of the SERVICE AGENCY's personnel shall personally punch-in and out his/her daily time card and enter his/her true and correct time entries on logbook of

the daily attendance of such personnel which shall be kept and maintained by the security officer assigned to the NCMF. The absences and undertime to be incurred by any of them shall be deducted from the monthly payment of services rendered pursuant to the provisions of this TOR directly in proportion to the agreed contract rate.

9. The personnel of the SERVICE AGENCY will be subjected to on-the-spot search by the NCMF's duly hired guards or security men on duty every time said service.

personnel enter and leave the premises.

10. The SERVICE AGENCY shall be liable for all losses and/or damages to NCMF's properties caused by or arising out of the performance of janitorial services through

negligence, dishonesty, inefficiency and/or such other faults of its employees including those which shall be suffered by the NCMF offices and agencies and/or tenants and employees thereof housed within the NCMF's premises. It is expressly understood, however, that the SERVICE AGENCY shall not be liable for losses and/or damages incurred by the NCMF due to fortuitous events except when the SERVICE AGENCY's employees commit acts inimical to the NCMF during fortuitous events. Accordingly, the NCMF shall not be responsible for any and all claims for personal injury or damage, including death, caused either to any of the janitors or

any third person where such injury or death arises out of or in the course of, the lawful performance of janitorial functions of said janitors. It must be stressed

however, that it is the responsibility of the SERVICE AGENCY to closely supervise, coordinate, control and monitor the discharge of the duties by the janitors in

accordance with the terms of this TOR.

11. The SERVICE AGENCY shall not be liable for loss and/or damage relating to the provisions on this contract which are not reported verbally or in writing within seven

(7) working days from the time the same reached the NCMF's knowledge.

12. The NCMF shall not be liable for personal obligations or indebtedness of the janitors assigned to its premises.

13. The SERVICE AGENCY shall comply with all existing labor laws, including minimum wage, 13th month pay, service incentive leaves with pay, SSS/ Philhealth/EC/PAGIBIG Premium contributions and other mandatory benefits as prescribed by law for all its employees assigned to the NCMF. For this purpose, the SERVICE AGENCY shall submit monthly upon presentation of the bill, a sworn certification that it has paid the wages, allowances and other monetary benefits of its employees assigned to the NCMF in accordance with all labor

laws and adjustments mandated. The SERVICE AGENCY shall not collect any placement or other fees from its employees which do not have any legal basis. Any fee collected which was not explicitly included in the original contract shall be reported to and shall have prior

approval with the NCMF. In addition to the aforementioned sworn certification, the SERVICE AGENCY shall

submit a monthly payroll as proof of compliance that the employees assigned to the NCMF have received or have been receiving their wages and other social legislations.

Failure on the part of SERVICE AGENCY to submit the required sworn certification and monthly payroll shall authorized the NCMF to make direct payment of wages and other emoluments to the concerned employees for services actually rendered. The NCMF shall pay the SERVICE AGENCY not later than the 15th and 30th or last

calendar day of the following month based on the billing statement which should be submitted to the NCMF not later than the 7th and 21st of each month for the duration of

the contract. It is understood that upon presentation of the corresponding bill thereof a sworn certification shall be submitted to the NCMF to the effect that the wages of the janitors including other emoluments and/or allowances due them for the preceding month have all been paid.

It is understood that a portion of the above consideration equivalent to that amount to which the janitor/s is/are entitled by the way of salary or compensation shall be

earmarked and set aside for such remuneration and shall be received by the SERVICE AGENCY from the NCMF in trust only for said janitor/s. The 13th month pay shall be paid semi-monthly by the SERVICE AGENCY to its janitors simultaneous with the payment of wages.

14. At any time before the initial payment shall be made to the SERVICE AGENCY, the SERVICE AGENCY shall submit to the Chief, General Services Division a list of per

sons to perform the job indicating definite assignment for each together with copy of their latest pictures for the reference of the NCMF. Said official shall be duly in

formed of any change of assignment of personnel. It is understood that the initial payment as well as subsequent payments to be made for the services of the SERVICE AGENCY under the Contract shall be contained in Bill of Collection accompanied by the following documents:

	<p>a. Evidence of actual rendition of service attaching thereto the daily time cards of its personnel;</p> <p>b. Sworn Certification that it has no unpaid salaries or wages for services rendered by its personnel and that it has complied with the provisions of existing laws, wage orders, Executive Orders, other presidential issuances and the regulations promulgated thereunder as well as pertinent city ordinances; and</p> <p>c. Payroll of the last payday in case of subsequent payments under the Contract to include proof of payment of 13th month pay;</p> <p>15. Should there be any law passed increasing the minimum wage or requiring additional compensation in any form, the agreed consideration shall be automatically adjusted.</p> <p>16. The NCMF shall have the right to automatically terminate the contract in case any of its stipulations and covenants are violated by SERVICE AGENCY upon notice to the latter. The NCMF shall be entitled to damages as may be granted and/or awarded to it in the courts of law, and shall have the right to unilaterally renegotiate and/or award the unfinished services to another AGENCY in accordance with the Revised Implementing Rules and Regulations of Republic Act No. 9184 and related Government Procurement Policy Board (GPPB) Issuances.</p> <p>17. The SERVICE AGENCY shall post a performance security in an amount equivalent to 10% if cash, cashier's/manager's check, bank draft/irrevocable letter of credit issued by a Universal or Commercial Bank, or 50% if surety bond of the total contract price to guarantee the payment of wages, salaries or compensation of its janitors and also for the faithful compliance with the terms, conditions and provisions of the Contract. It is also understood that the Performance Bond set by the SERVICE AGENCY shall subsist until the expiration of the Contract and shall be answerable for whatever losses and/or damages that the NCMF or any of its officials and employees may incur or suffer.</p> <p>18. There shall be no employee-employer relationship between the NCMF and the SERVICE AGENCY as well as with the persons whom the SERVICE AGENCY may</p>	
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assign to perform the services subject of the contract. The SERVICE AGENCY hereby acknowledges that no authority has been conferred upon it by the NCMF to

hire any person on behalf of the NCMF and that the persons assigned by the SERVICE AGENCY to perform the services called for under this TOR are not

employees of the NCMF and are not in any way or manner connected with or related to the NCMF. It is expressly understood and agreed that the persons to be assigned

to NCMF shall remain the employees of the SERVICE AGENCY. As such, the SERVICE AGENCY warrants that it shall fully and faithfully comply with all laws, rules

and regulations, existing or which may hereinafter be enacted, pertaining to employment of labor including but not limited to the requirement of the Labor Code, as amended, and the Social Security Act. The SERVICE AGENCY hereby warrants and holds the NCMF free from any liability arising out of any accident that may befall

the SERVICE AGENCY's employees while performing their duties at the NCMF's premises.

19. The monthly salary which is to be paid directly to each janitor per the SERVICE AGENCY's cost breakdown be strictly carried out without deduction or qualifications,

except for absences, undertime and the SSS Premium, PhilHealth, Pag-IBIG, EC contribution and state insurance share of the janitor and shall be paid through Automated Teller Machines (ATM), preferably through Land Bank of the Philippines. The SERVICE AGENCY shall be given a maximum period of one (1) month from the

start of contract period to secure ATM accounts for regular janitors.

20. The SERVICE AGENCY should be financially capable such that it has sufficient/liquid assets to shoulder its current liabilities particularly the payment of salaries and benefits for at least two (2) months of their deployed janitors to NCMF. The administrative cost and profit margin of the **SERVICE AGENCY** should not be less

than the amount provided by DOLE Department Order or issuances and must be able to provide the salaries and benefits of the janitors when these fall due.

21. In case of tie among bidders, i.e. two or more of the bidders are determined and declared as the Lowest Calculated and Responsive Bidder, the NCMF shall adopt the non-discretionary/non-discriminatory tie breaking method which is the draw lots method.

	<p>22. The bid price to be submitted shall be rounded off to two decimal places. (Verification/evaluation of bids will be thru manual computation)</p>	
8.	<p><b>PROVISIONS FOR EQUIPMENT, SUPPLIES AND MATERIALS:</b></p> <p>Provisions for brand new equipment, supplies and material, including schedule of delivery</p>	
9.	<p><b>ELIGIBILITY OF THE SERVICE PROVIDER</b></p> <p>1. Duly licensed Filipino citizens/sole proprietorships.</p> <p>2. Duly registered with the Regional Office of the Department of Labor and Employment where it principally operates.</p> <p>3. Partnership 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.</p> <p>4. Corporations duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizen of the Philippines.</p> <p>5. Cooperatives duly organized under the laws of the Philippines, and of which at least sixty percent (60%) belongs to the citizens of the Philippines.</p> <p>6. Persons/entities forming themselves into a joint venture i.e. 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 Joint Venture Agreement (JVA).</p>	
10.	<p><b>ELIGIBILITY DOCUMENTS REQUIRED</b></p> <p>1. Registration Certificate from the Securities and Exchange Commissions (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 bidder is located.</p> <p>2. Mayor's permit issued by the city or municipality where the principal place of business of the prospective bidder is located.</p> <p>3. The Company's Audited Financial Statements (AFS) and Income Tax Return (ITR), showing respectively the company's total and current asset and liabilities and taxes</p>	

	<p>paid, 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 or within the period as required by law.</p> <p>4. Duly signed list of all its ongoing and completed government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid, for the current and last three (3) years indicating the client's name and contact details and their performance ratings.</p> <p>5. Tax Clearance Certificate.</p>	
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**I HEREBY CERTIFY TO COMPLY AND DELIVER ALL THE ABOVE REQUIREMENTS.**

_____	_____	_____
Name of Company/Bidder	Signature Over Printed Name of Representative	Date

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

### **Checklist of Technical and Financial Documents**

*Note: Any missing and/or invalid document in the hereunder- mentioned checklist is a ground for outright rejection of the bid*

#### **I. TECHNICAL COMPONENT ENVELOPE**

##### **Class "A" Documents**

##### Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);  
**and**

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

**Technical Documents**

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

**Financial Documents**

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

**Class "B" Documents**

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

## II. FINANCIAL COMPONENT ENVELOPE

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

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

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

### **NCMF Additional Requirements**

1. Letter of Intent to join the Bidding

## VIII. BIDDING FORMS

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**Omnibus Sworn Statement (Revised)**

*[shall be submitted with the Bid]*

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REPUBLIC OF THE PHILIPPINES)

CITY/MUNICIPALITY OF \_\_\_\_\_) S.S.

**AFFIDAVIT**

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

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

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

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

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

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

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

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

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

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

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

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

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

*[If a corporation or joint venture:]* None of the officers, directors, and controlling stockholders of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards

Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

*[Format shall be based on the latest Rules on Notarial Practice)*

**Statement of all Government & Private Contracts Completed  
which are similar in nature**

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

			Bidder's Role	%	a. Amount at Award	a. Date of Award
			Description			

<b>Name of Contract</b>	A .Owner's Name b. Address c. Telephone Nos.	<b>Nature of Work</b>			b. Amount at Completion c. Duration	b. Contract Effectivity c. Date Completed
Government						
Private						

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

Designation : \_\_\_\_\_

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

**Instructions:**

- a) Cut-off date is December 2022.
- b) Subject completed contract:
  - (i) If there are more than ten (10) completed contracts in a year, state at least 10 completed contracts for said year. Contracts that are similar to the project being bid in terms of nature and amount shall be prioritized in inclusion in the list.
  - (ii) If there are 10 or less completed contracts in a year, state all completed contracts for said year (government and private contracts which may be similar or not similar to the project being bid).
  - (iii) If there are no completed contract in a year, state none or equivalent term. This shall not be a basis for disqualification.
- c) Single Largest Contract to be submitted must be a part of the list.

**List of all ongoing Government & private Contracts including Contracts awarded but not yet started**

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

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

Name of Contract/ Project Cost	a. Owner's Name b. Address c. Telephone No.	Natur e of Work	Bidder's Role		a. Date Awarded b. Date Started	% of Accomplishment		Value of Outstanding Works/Undelivered Portion
			Descripti on	%		Plann ed	Actual	

					c. Date of Completion			
Government								
Private								

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

Designation : \_\_\_\_\_

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

Instructions:

- i. State all ongoing contracts including those awarded but not yet started within three (3) years (government and private contracts which may be similar or not similar to the project being bid) prior to December 2021.
- ii. If there is on-going contract awarded but not yet started as of the aforementioned period, state none or equivalent term.
- iii. The total amount of the on-going and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.

**BID FORM**

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

The Chairperson  
NCMF-Bids and Awards Committee

National Commission on Muslim Filipinos  
Commonwealth Avenue, Quezon City

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin (*insert numbers*), the receipt of which is hereby duly acknowledged, we the undersigned, officer 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 as may be ascertained in accordance with the Schedule of Prices attached herewith and made part if the Bid.

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

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

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

Until a formal Contracts 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)  
Financial Proposal Submission Sheet

\_\_\_\_\_  
(in the capacity of)

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

### Contract Agreement Form

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ between (name of PROCURING ENTITY) of the Philippines (hereafter called "the Entity") of the one part and (name of Supplier) 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)