

Philippine Bidding Documents Republic of the Philippines



Procurement of Janitorial Services for PSALM Corporation for CY 2021

**Project Reference No.
2021-PB-JSPC-019-01**

15 May 2021

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Glossary of Acronyms, Terms, and Abbreviations

ABC - Approved Budget for the Contract.

BAC - Bids and Awards Committee.

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

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

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

BIR - Bureau of Internal Revenue.

BSP - Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF - Cost Insurance and Freight.

CIP - Carriage and Insurance Paid.

CPI - Consumer Price Index.

DDP - Refers to the quoted price of the Goods, which means “delivered duty paid.”

DTI - Department of Trade and Industry.

EXW - Ex works.

FCA - “Free Carrier” shipping point.

FOB - “Free on Board” shipping point.

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

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

GFI - Government Financial Institution.

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

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

GOP - Government of the Philippines.

GPPB - Government Procurement Policy Board.

INCOTERMS - International Commercial Terms.

Infrastructure Projects - Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways,

airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs - Local Government Units.

NFCC - Net Financial Contracting Capacity.

NGA - National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA - Philippine Statistics Authority.

SEC - Securities and Exchange Commission.

SLCC - Single Largest Completed Contract.

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

UN - United Nations.

Section I. Invitation to Bid

Invitation to Bid

for the Procurement of Janitorial Services for PSALM Corporation (Project Reference No. 2021-PB-JSPC-019-01)

1. The Power Sector Assets and Liabilities Management (PSALM) Corporation, through the 2021 Corporate Operating Budget (for the portion of the Contract to be performed in 2021) and 2022 Corporate Operating Budget (for the portion of the Contract to be performed in 2022), intends to apply the sum of **FIVE MILLION SIXTY-FIVE THOUSAND PESOS (PHP5,065,000.00)** being the ABC to payments under the contract for the Procurement of Janitorial Services for PSALM Corporation. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. PSALM now invites bids for the above Procurement Project. The estimated delivery of the Goods is by June 2021. Bidders should have completed, within three (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 (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from PSALM Bids and Awards Committee (BAC) and inspect the Bidding Documents at the address given below during Monday to Friday, 9:00 AM to 3:00 PM.
5. A complete set of Bidding Documents may be acquired by interested Bidders starting **15 May 2021** from the given address and website(s) below and upon payment of an applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **TEN THOUSAND PESOS (PHP10,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees through electronic means.

It may also be downloaded free of charge from the websites of the Philippine Government Electronic Procurement System (PhilGEPS) (<https://www.philgeps.gov.ph>) and PSALM (<https://www.psalm.gov.ph>),

provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

Payment for the Bidding Documents may be made online by depositing the fee to PSALM Land Bank of the Philippines account with the following details:

Name of Bank:	Land Bank of the Philippines
Branch:	Paseo de Roxas Branch
Account Name:	Power Sector Assets and Liabilities Management Corporation (PSALM)
Account Number:	1802-1019-68
LBP Swift Code:	TLBPPHMM

Thereafter, the Bidder must send the proof of payment and register its email address to the BAC Secretariat at BACSec2021@psalm.gov.ph.

6. PSALM will hold a Pre-Bid Conference on **25 May 2021 at 10:00 AM** through videoconferencing or webcasting via Zoom, which shall be open to prospective bidders. Prospective bidders may manifest their intent to join the Pre-Bid Conference by emailing the BAC Secretariat. Thereafter, the meeting ID will be provided to the prospective bidders prior to the schedule.
7. Bids must be duly received by the BAC Secretariat through online or electronic submission as indicated below on or before **08 June 2021 at 10:00 AM**. Late bids shall not be accepted. Personal or manual submission of bids shall not be allowed.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 14**.
9. Bid opening shall be on **08 June 2021 at 10:15 AM** through videoconferencing or webcasting via Zoom. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The detailed procedure for the electronic/online submission and opening of bids is contained in Annex "A" - General Policies and Procedures on Electronic/Online Submission and Receipt of Bids.
11. In case of electronic bid submission, Bidding Documents not in compressed archive folders and are not password protected, shall be rejected. However, bid envelopes that are not properly sealed and marked or not properly compressed and password-protected, as required in the Bidding Documents, shall be accepted, provided that the bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted.
12. PSALM 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.

13. For further information, please refer to:

THE CHAIRPERSON

Bids and Awards Committee

Power Sector Assets and Liabilities Management Corporation

24th Floor Vertis North Corporate Center 1, Astra corner Lux Drives

North Avenue, 1105 Quezon City

e-mail address: BACSec2021@psalm.gov.ph

Telephone No.: (02) 7902-9000

Fax No.: (02) 8248-4879

Website: <https://www.psalm.gov.ph>

14. You may visit the following websites:

For downloading of Bidding Documents: <https://www.philgeps.gov.ph>
<https://www.psalm.gov.ph>

For online bid submissions: bid.submission@psalm.gov.ph

Please see Annex "A" on the General Policies and Procedures on Electronic/Online Submission and Receipt of Bids.



GLENN B. SANTOS
Chairperson
Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, PSALM Corporation, wishes to receive Bids for the Procurement of Janitorial Services for PSALM Corporation, with Project Reference No. 2021-PB-JSPC-019-01.

The Procurement Project (referred to herein as “Project”) is composed of sixteen (16) Janitorial Personnel, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for 2021 and 2022 in the amount of **FIVE MILLION SIXTY-FIVE THOUSAND PESOS (PHP5,065,000.00)**.

2.2. The source of funding is the 2021 Corporate Operating Budget (for the portion of the Contract to be performed in 2021) and 2022 proposed Corporate Operating Budget (for the portion of the Contract to be performed in 2022).

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that subcontracting is not allowed.

- 7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:

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

13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in Philippine Pesos.

14. Bid Security

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

14.2. The Bid and bid security shall be valid until **06 October 2021**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

16.1. The Bidders shall submit their bids on the specified date and time through online submission as indicated in paragraphs 7 and 10 of the IB.

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by ITB Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. contracts for janitorial services. b. completed within three (3) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP in North Ave., Quezon City 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 amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than PHP101,300.00 [2% of PHP5,065,000.00], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than PHP253,250.00 [5% of PHP5,065,000.00], if bid security is in Surety Bond.
19.3	Not Applicable.
20.1	<p>The Bidder with the Lowest Calculated Bid shall submit copies of the following documents:</p> <ul style="list-style-type: none"> 1. Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) <p><i>NOTE: Latest Income Tax Return (ITR) shall refer to the ITR for the year 2020 filed in 2021. For new establishments which have no annual ITR yet, it shall refer to the most recent quarter's ITR. Further, for areas where e-filing is yet to be implemented, a Certification to that effect from BIR main office is acceptable.</i></p> <p><i>Latest Business Tax Return shall refer to the Value Added Tax (VAT) and/or Percentage Tax Returns, whichever is applicable covering the previous six (6) months prior to the submission of post-qualification documents. For those with less than six (6) months of operations, this refers to the monthly business tax returns filed to date. Bidders filing both the VAT and Percentage Tax Returns must submit both returns.</i></p>

	<p>a) Value Added Tax (VAT) - BIR Form No. 2550 covering the:</p> <ul style="list-style-type: none"> i. the latest quarters (2550Q) (i.e. 4th Quarter of 2020 and 1st Quarter of 2021) ii. the latest month (2550M) (i.e. April 2021) 	<p>and/ or</p>	<p>b) Quarterly Percentage Tax Returns BIR Form No. 2551 covering the:</p> <ul style="list-style-type: none"> i. the latest quarters (i.e. 4th Quarter of 2020 and 1st Quarter of 2021) ii. the latest month (i.e. April 2021)
<ol style="list-style-type: none"> 2. Department of Labor and Employment (DOLE) Certificate of Registration; 3. Bureau of Internal Revenue (BIR) Certificate of Registration or BIR Form 2303; 4. Social Security System (SSS) Certificate of Registration as an employer; 5. Home Development Mutual Fund (Pag-IBIG Fund) Certificate as an employer; 6. Philippine Health Insurance Corporation (PhilHealth) Certificate as an employer; and 7. Location map of business establishment (owned or rented), its address and telephone number, and proof of ownership, if applicable. 			

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents -</p> <p>The delivery terms applicable to this Contract are delivered at North Ave., Quezon City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative is Mr. Ramon A. Velasquez, Jr.</p> <p>Incidental Services -</p> <p>The Supplier is required to provide all services specified in Section VI. Schedule of Requirements, including additional services, if any.</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>
2.2	The terms of payment shall be indicated in Section VII. Technical Specifications.
4	No further instructions.

Section VI. Schedule of Requirements

Schedule of Requirements

1.0 General Requirements

The services included in this project consists of, but not limited to, the supply of labor, tools/equipment, supplies/materials and supervision for the janitorial requirement for PSALM Corp. as indicated below.

I. Personnel Requirements and Positions

Position	Required Number	Gender
Supervisor	1	Male/Female
Janitor	9	Male
Janitress	6	Female
Total	16	

II. Required Uniform

For Male : Agency Uniform (with collar) Black Shoes
 For Female : Agency Uniform (with collar) Black Shoes

Note: Three (3) sets of uniforms shall be issued and shall not be charged to all personnel.

III. Materials/supplies and equipment to be supplied and to be provided for one (1) year:

PARTICULARS		UNIT	QTY.
A. For building cleaning and maintenance			
1	Floor Polisher, heavy duty, 16" diameter, high grade quality with at least ¾ horsepower	Unit	2
2	Vacuum cleaner/Drier/Shampooing and Polisher, heavy duty, with complete accessories	Unit	4
3	Bucket/Wringer –Combination Packs – 7580 EZMT Moping Combo Pack, 7571 Mop Bucket/6122-01 Wringer, Yellow color	Unit	2
4	Aluminum Ladder– 6'Height, foldable, heavy duty	Unit	1
B. To be supplied monthly			
1	Air and fabric freshener, 280 ml. net content	Tube	307
2	Toilet Bowl and Urinal Cleaner – 3.751 liters net content	Gal	59
3	Liquid Wax – 3.751 liters net content	Gal	72
4	Furniture Shine, 3.751 liters net content	Gal	36
5	Liquid Hand Soap, 3.751 liters	Gal	144
6	Deodorant Cake, with dispenser, 50 grams	Pc	516
7	Liquid Bleach, 3.751 liters net content	Gal	48

PARTICULARS		UNIT	QTY.
8	Dishwashing Liquid/Paste	Gal	115
9	Detergent Soap/Powder	Kilo	142
10	Plastic Garbage Bag, XXL, 30' x 37', transparent (100pcs/pck)	Pack	56
11	Rags, Katch, standard sack, size/texture/pranela, 12"x18"	Pc	175
12	Polishing Pad, ¾ thick 16" diameter, White	Pc	24
13	Stripping Pad, ¾ thick 16" diameter, Green	Pc	24
14	Scrubbing Pad, 3pcs/pack, Black	Pack	36
15	Step Off (wax stripper/remover)	Gal	12
16	Carpet Shampoo – Liquid, Johnson or equivalent	gal	240
17	Disinfectant, 300 ml. net content	Can	357
18	Disposable Plastic Gloves (100pcs/pck)	pack	36
18	Disposable Face Mask (50pcs/pck)	pack	36
C. To be supplied quarterly (every three (3) months)			
1	Insect Spray- water based, liquid, 420ml net content	Can	40
2	Soft Broom – Tambo, standards size, handle extend to the broom head or tip	Pc	8
3	Mop-Head – 5" headband size, cotton, mops, #16 Value Pro	Pc	4
4	Muriatic Acid –commercial Grade 3.751 liters net content	Gal	4
5	Glass-Cleaner 3.751 liters net content	Gal	60
6	Marble wax	Gal	4
7	Doormat, Rag-type	Pc	95
D. To be supplied semi-annually (twice a year)			
1	Hand Gloves – household gloves, made of rubber, Orchid/Hi-five or equivalent	Pc	32
2	Toilet Bowl Brush – Plastic	Pc	20
3	Spray gun- made of tin, pump type, for glass cleaner	Pc	19
4	Dust Pan	Pc	8
E. To be supplied annually and to be made available at any given time.			
1	Toilet Pump – wooden handle, rubber pump	Pcs	4
2	Mop handle – Wet Mop Handle, Rubbermaid or equivalent	Pcs	4
3	Pail-plastic or aluminum, 3 gallons capacity	Pcs	10
4	Glass Wiper	Pcs	12
5	Dipper, plastic with handle	Pcs	10

Note:

In such cases that the Procuring Entity shall be needing some item/s or material/s which are not listed above, the contractor shall provide those without additional cost but in lieu only of the unconsumed item/s or material/s provided in the above requirements.

Section VII. Technical Specifications

Technical Specifications

I. Scope of Work

The services to be performed by the Supplier shall essentially consist of janitorial services such as, but not limited to, supply of labor, tools, equipment, supplies/materials for the Procuring Entity's janitorial manpower requirement of fifteen (15) janitors and one (1) supervisor.

I.1. Daily Routine Schedule

1. Sweeping, mopping, polishing and/or dusting of all tiled and marbled floors including, corridors, pantries, lobbies, entrance driveway, and walkways. These areas have to be serviced continuously during hours of public use to guarantee cleanliness throughout the day.
2. Vacuuming all carpet floors between 6:00 am to 7:00 am and as necessary.
3. Cleaning and dusting of tables, chairs, cabinet tops, artworks (paintings, murals, scroll), and other office/room furniture/equipment and washrooms.
4. Cleaning, deodorizing and disinfecting of comfort rooms three (3) times a day (subject to the supervisor's inspection).
5. Thorough cleaning of all glass panels/doors/windows and glass walls by means of the approved glass cleaner.
6. Cleaning and spot removing on all vertical and overhead surfaces.
7. Cleaning and dusting of all railings, counters and doorknobs.
8. Emptying and cleaning of waste cans/baskets and proper disposal of garbage.
9. Emptying and collection of trash twice a day (1:00PM and 5:00PM) and as necessary.
10. Keeping free of obstructions of all corridors/hallways, lobbies, entrances and stairways.
11. Checking/closing of all doors before retiring.
12. Report necessary repair works in their work areas to Procuring Entity's authorized representative/s immediately.
13. Perform other duties as may be required/assigned from time to time with respect to janitorial, sanitation and utility works.

I.2. Weekly Activities

1. Dry shampooing with approved brand of all carpet floors and fabric upholstered furniture (by schedule).
2. Thorough vacuum cleaning of all carpet floors.
3. Thorough washing with soap and water and application of approved wax on all floors. Stripping of old wax on floors must be done, if necessary.
4. Refinishing, waxing and polishing of all tiled and marbled floors.
5. Washing and scrubbing of hallways. Stripping of soap above the baseboard and on legs of tables.
6. Thorough cleaning of the glass walls inside surfaces by means of approved glass cleaner.
7. Washing and cleaning of lighting diffusers (by schedule).
8. Cleaning of vertical walls, ceilings and doors.
9. Cleaning of all trash cans by water washing.
10. Thorough cleaning and disinfecting of all comfort rooms.
11. Polishing of all railings, counters and doorknobs.
12. Polishing of all metal signs, reception table and stair nosing.
13. Dusting of all paintings, bulletin boards, other wall hangings and fire extinguishers.
14. Dusting of all blinds and vertical draperies.
15. Removing cobwebs on all floors/rooms.
16. Thorough cleaning of tables, furniture and fixtures at all function rooms.
17. Cleaning of all chairs at the function rooms.
18. Thorough cleaning of refrigerators and disposal of left over foods.

I.3. Monthly Activities

1. Washing with soap and water of leatherette upholstered furniture (by schedule).
2. Stripping of old wax on floors.

3. Thorough washing and scrubbing of floors by means of approved cleaner.
4. Washing and cleaning of lighting diffusers (by schedule)

I.4. Garbage/Trash Collection and Disposal

1. Trash collection shall be done at least twice a day from Monday thru Saturday and/or upon discretion of Procuring Entity authorized representative. Trash cans/bins shall be made available at all times from 8:00 AM to 5:00 PM.
2. Trash shall be collected from all pick-up points and specified temporary trash collection areas.
3. Cleaning/sweeping of each pick-up point surrounding the specified temporary dumping areas.
4. Cleaning of all trash bins after trash collection by water washing.
5. Garbage/trash collection and disposal activities must have completed on the first cycle by 1:30 PM of every working day. The second cycle must commence not earlier than 5:00 PM of every working day.
6. Disposal/dumping area for garbage/trash collected shall be in the building designated area.

II. Manpower Requirements

A. QUALIFICATION OF PERSONNEL FOR DEPLOYMENT

1. The Contractor shall assign and provide PSALM with qualified and trained janitors who possess the following minimum qualifications:
 - a. Must be at least high school graduate;
 - b. Must be physically and mentally fit; of legal age; and not addicted to or dependent on prohibited drugs or intoxicating liquor;
 - c. Must present a Certificate of Good Moral Character from the concerned Barangay. Any misrepresentation by the Supplier with respect to such qualification shall be sufficient ground for cancellation/termination of the contract.
 - d. Supervisor shall have completed a two (2) year college/vocational course and shall possess three (3) years working experience similar to the position. The Supervisor shall have firsthand experience in most custodial operations from cleaning rest rooms to floor care to office cleaning. The Supervisor should never be substituted by a janitor if he/she does not possess the same qualification.

2. The Contractor's personnel shall be evaluated/interviewed and confirmed by PSALM prior to their deployment at PSALM's option. They have to submit/present their resume/bio data, latest medical/health clearance, latest drug test certificate, latest NBI Clearances. The Contractor should provide PSALM with employees of good moral character.
3. PSALM shall have the right to reject Contractor's personnel if they do not meet the qualification standard required and manning specifications and/or fails to submit the necessary clearances and documents required, or fails to comply with all employment requirements. Prior to commencement of the Contract, the Contractor should see to it that all personnel to be deployed to PSALM premises have valid ID's to allow access/entry.
4. PSALM shall have the right to ban or suspend the Contractor's employee with due coordination with the Contractor if he/she has neglected his/her duties to cause damage to PSALM, or has violated any rules and regulations particularly those detrimental to the safety and security of life and property of PSALM, its employees and the public.
5. The number of personnel may, upon discretion of PSALM, be increased or decreased, depending upon the actual requirement or necessity of the services. The Contractor shall secure from PSALM prior confirmation of their monthly personnel deployment. Corresponding billing shall be adjusted accordingly.
6. The Contractor's authorized representative shall present all personnel assigned to the contract for inspection and additional instructions from PSALM representative. An inspection area shall be designated outside of each schedule area of work place, upon completion of day's work as well as before the egress of each schedule area of work place upon completion of day's work. It is in these areas where all duly issued site identification cards will be issued prior to the commencement of the day's work and surrendered prior to the end of the day's work.
7. All absences, tardiness and under time shall be deducted from the labor cost of the Contractor's billing. Since these actions affect not only the Contractor but PSALM as well, thus PSALM's authorized representative may direct the Contractor to remove such habitual offender/s from the list of assigned personnel. The Daily Time Card (DTC) shall be properly filled up for each assigned personnel and shall be punched in/out individually on the appropriate portion of the bundy clock. The Contractor's authorized representative shall submit to the Administration and General Services Division Manager these DTC after the 15th and the end of each month for approval.
8. Contractor personnel shall be in complete agency uniform with proper identification card at all times.

9. The Contractor shall submit in writing the list of regular personnel in alphabetical order. It should also indicate their respective Social Security System (SSS), Philhealth, Pag-ibig and Tax Identification Number.
10. The Contractor shall inform PSALM in writing on the first hour of working day, any intention of terminating, replacing, transferring and/or relieving his personnel provided that the Contractor shall comply with all requirements of the Labor Code, as amended in affecting such transfer or relief. Alternate personnel shall not be allowed to assume duties of the regular personnel unless with a written notification duly received and accepted by PSALM. Said alternate personnel shall have likewise, complied with all the hiring requirements of the Contractor. No personnel shall be allowed to hold more than one position. Similarly, the Contractor, upon advice of PSALM, shall replace any of its personnel whose performance does not meet PSALM's satisfaction.
11. The Contractor's Supervisor shall see to it that the work assignments are strictly followed. All assigned personnel shall have their permanent work assignments but may be reshuffled by PSALM's authorized representative from time to time and whenever necessary may direct the Contractor to remove an employee for the best interest of PSALM.
12. The Contractor shall not be allowed to employ trainees/apprentices to perform regular work herein contracted.
13. Any misinterpretation by the Contractor with respect to the foregoing qualification or failure to comply with the above requirements shall be sufficient ground for the termination/cancellation of the contract.
14. The personnel to be assigned by the Contractor shall be directly hired by the Contractor and shall remain its employees.

B. RESPONSIBILITIES OF THE CONTRACTOR

1. The Contractor shall be responsible to PSALM or its duly authorized representative/s for the results of the work and shall determine for itself the means, methods and details of the performance of the service so as not to cause damage to any properties of PSALM.
2. The safety and well-being of PSALM employees and the public who occupy and visit PSALM's facilities, including the security and upkeep of PSALM property, is also the responsibility and concern of the Contractor. The Contractor should be cautious at all times and should comply/adopt existing safety, security and sanitation rules and practices of PSALM. The Contractor shall be accountable and therefore, subject to sanction by the Procuring Entity for any undue damage caused by negligence and/or intentional acts.
3. The Contractor shall be solely responsible for payment of all indemnities arising out of any labor accident which may occur in the course of work

and for which he may be responsible under Rep. Act 3428, as amended as Workmen's Compensation Law.

4. The Contractor shall see to it that its employees strictly observe the laws of the Philippines affecting operation under the Contract, as well as the policies and rules and regulations of the Procuring Entity. The Contractor's officers and/or assigned supervisor must have undergone at least sixteen (16) training hours on Good Housekeeping and Solid Waste Management duly supported by a certification issued by an accredited trainer on solid waste management, pursuant to Republic Act No. 9003 dated 26 January 2001, otherwise known as "An Act Providing For An Ecological Solid Waste Management Program, Creating The Necessary Institutional Mechanisms and Incentives, Declaring Certain Acts Prohibited and Providing Penalties, Appropriating Funds, Therefore, and For Other Purposes".
5. The Contractor shall, upon recommendation and request of PSALM, replace its erring employees who are inefficient and negligent in the performance of their duties. The replacement personnel shall also be subject to acceptance of PSALM.
6. Contractor hereby binds itself to pay its employees in accordance with P.D. No. 442 as amended (New Labor Code) and as prescribed by the latest implementing Regional Wage Orders.
7. The Contractor shall pay all salaries and wages to its regular and/or alternate personnel, for salary period of 1st to 15th of the month, on the 25th of the current month; while for salary period of 16th to end of the current month shall be on the 10th of the succeeding month. Payment shall be made at PSALM premises where work is conducted. PSALM reserves the right to review the payroll and assign representative/s to observe payment of salaries or wages due their personnel. Likewise, Contractor shall be solely responsible for the payment of all indemnities to its employees, which may arise under existing laws and shall comply with the provisions of all other laws/decrees relative to its employees. For information purposes, Contractor shall, every end of the month, submit to PSALM a report and/or information befalling its employees assigned to premises of PSALM in accordance with this Contract. Deductions from salaries of personnel shall be limited to those allowed/authorized by law. These deductions shall be clearly indicated on the payroll, explained to and concurred by the personnel. Wage increases prescribed by law thru Wage Orders shall be implemented by the Contractor, being for the benefit of its employees, and PSALM shall reimburse to the Contractor the appropriate wage increase, hence the Contract is deemed amended accordingly.
8. The Contractor shall provide the required equipment, tools, materials and supplies, stated in Section VI. Schedule of Requirements necessary for the implementation of the Contract, and shall be for the exclusive use of PSALM. All supplies delivered must be subject to inspection and acceptance by PSALM representative. The materials, supplies and

equipment should conform to the specifications stipulated in the Section VI. Schedule of Requirements of the Contract. Repackaging and tampered seal in the packaging shall not be accepted. In order to enforce strict compliance with the proper delivery of materials, supplies and equipment, delivery of these items not in compliance with these provisions for three (3) occasions shall be enough ground for termination of this Contract. Replacement specifications of materials, supplies and equipment may be allowed subject to written approval/consent of PSALM with corresponding cost adjustment.

9. In the exigency of the service, PSALM has the right to increase/decrease or change materials, supplies, tools and equipment requirements as the necessity for the same arises. Increase and/or decrease from the regular quantity of equipment, tools, materials and supplies maybe adapted accordingly, with corresponding increase/decrease in price and cost charges. The Contractor may also be required to deliver materials, supplies, tools and equipment to other PSALM offices or facilities based on the contract price. PSALM shall have the control in the utilization of materials, supplies and equipment and stocks shall be subject to periodic inventory and inspection.
10. As the need arises, the Contractor can be required to deliver additional materials, supplies, tools, equipment and services/manpower not originally included in the Contract but essential to accomplish the scope of works stipulated therein or required. Cost/Prices of these additional Goods and services should be mutually agreed upon by PSALM and the Contractor after a canvass of the new items (materials and supplies or services) from three (3) reputable sources has been conducted by the Contractor and approved by PSALM. These additional materials, supplies, tools, equipment and services shall be delivered upon issuance of a Conforme Letter by PSALM through the Contract Administrator.
11. The Contractor shall be responsible for the safety and health of the employees and the public in general, and shall do all means to protect or prevent causes that would be detrimental to the employees and the public. They shall provide the necessary safety and sanitation gadget and paraphernalia such as mouth respirator, ear muff, gloves, goggles, signs, safety strap to their personnel to properly discharge their duties.
12. The Contractor shall provide signs and barriers and maintain same during the course of work to effectively prevent any accident in the consequence of work.
13. It is understood by the Contractor that any information, data or material it or any of its employees assigned herein may acquire in connection with or relative to business operations or activities of PSALM, its trade or business secrets, manufacturing operations or processes, accounting and financial records, and security details are considered the exclusive proprietary information of PSALM and shall remain confidential

perpetually, and not to be disclosed by the Contractor in any manner to any person not a party to this Contract.

14. The Contractor hereby further warrants and guarantees that during and after the term of this Contract, its officials, employees, agents or representatives shall not stage any picket or concerted activity however peaceful at the premises or any other offices or places of business of PSALM. In the event that any industrial dispute shall, for any reason whatsoever, take place during the term of this Contract between the Contractor and its employees to the extent that the Contractor is unable to perform its obligations hereunder, PSALM shall have the right to unilaterally terminate this Contract without need of prior notice.
15. The Contractor shall not assign or transfer this Contract, whether in whole or in part, to any party, nor assign, convey or cede his rights and obligations hereunder, or subcontract any work or service contracted out hereunder, without the prior written approval and consent of PSALM.

C. RESPONSIBILITIES OF THE SUPERVISOR

1. Assign janitorial duties to staff and regularly inspect their work to ensure that established quality standards are met. Coordinate activities by scheduling work assignments, setting priorities, and directing the work of subordinate employees.
2. Make regular rounds to check for crew coverage of designated work areas, assigns needed coverage, gives special cleaning instructions and/or assignments and ascertains compliance with directives.
3. Determine and coordinate to PSALM the cleaning supplies and equipment needed.
4. Take inventory of all cleaning supplies and equipment and inform PSALM when supplies are depleted.
5. Conduct inspections and investigates grounds and buildings to check for cleanliness and advise subordinates of found conditions needing further attention.
6. Evaluate the need for minor building or equipment repairs and supervise minor repairs. Notify PSALM of any building maintenance or repairs needed.
7. Conducts inspections and investigates tenant complaints of building to check for cleanliness and advise subordinates of found conditions and methods of correction.
8. Resolve conflicts between janitorial staff in an efficient manner.

9. Perform all janitorial duties necessary in instances of staff shortages and respond promptly to service complaints and special cleaning requests.

D. RIGHTS OF THE PROCURING ENTITY TO VARY SERVICES REQUIREMENT

1. PSALM, in the exigency of the service, shall have the right to vary manpower services requirement, increase or decrease personnel, either on short term project basis or on long term duration subject to limits of approving authority. The Contractor shall correspondingly comply within twenty-four (24) hours upon receipt of a written notice from the PSALM Vice President for Corporate Services Group.
2. No personnel, apart from the list of personnel indicated in the original contract, shall be hired without a Conforme Letter duly signed and approved by the authorized signatories of both parties. Authorized increase or decrease in manpower shall entitle the Contractor to payment of the contract price for the actual number of deployed manpower. Effectivity of hiring shall commence only after the approval of deployment by the PSALM Vice President for Corporate Services Group. No retroactive claim of the payment shall be allowed.
3. Contractor's Employees hired on short term duration shall cease to work upon expiration of the term stated in the Letter/Notice from PSALM. Any extension of work shall be covered by appropriate notice from the Vice President for Corporate Services Group. In no case shall the employees be allowed to continue working without the said authorization.
4. In the exigency of the service, man-hour offsetting may be imposed by PSALM to facilitate the performance of the job and service required to respond to urgent situation requiring immediate action. Man-hour offsetting shall be implemented through shifting or special arrangement schedules.

E. RELATION BETWEEN PSALM AND THE CONTRACTOR'S EMPLOYEES

1. The Contractor shall have the exclusive and absolute right, to select, suspend, terminate and/or impose disciplinary action over the janitorial personnel assigned to PSALM. The Contractor shall assign the janitorial personnel based on a schedule of Post Assignments to be provided by PSALM. PSALM shall have the right to screen, refuse, seek replacement or substitution of any janitorial personnel who fails the selection criteria or found guilty of acts inimical to PSALM's interest. The judgment of PSALM on such matters shall be final and binding and should the Contractor refuse to abide, the former may consider the same a valid cause for the immediate termination of the Contract.
2. It is expressly agreed and understood that the janitorial personnel of the Contractor are not employees of PSALM and as such, PSALM shall not in any way or manner be liable or responsible for any personal injury or damage to properties, including death sustained by or caused to or by

any of the Contractor's employees or janitorial personnel assigned to the premises of PSALM during the performance of their duties. Insofar as any and all janitorial personnel assigned to PSALM are concerned, the Contractor shall at all times stand solely liable and/or responsible for the enforcement and compliance with all existing laws, rules and regulations, including the Labor Code, Social Security Law, Employee's Compensation Act, Medicare Act, HDMF Law and other related welfare legislations/issuance, and the Contractor hereby further agrees and binds itself to save and hold PSALM free from any liability with respect thereto and/or which may arise therefrom. The Contractor hereby agrees to hold PSALM free and harmless from all and any damages and liabilities that may be filed against the janitorial personnel by reason of their employment by the Contractor under decrees and/or law pertinent to employer-employee relationship.

F. INJURY OR ACCIDENT

1. PSALM shall, in no manner be answerable or accountable for any accident, injury of any kind or death which may occur to any employee of the Contractor during the performance of this contract.

G. REGULAR/EXTRA SERVICES/OVERTIME/EXTRA WORK HOURS

1. The Contractor's personnel shall work on the regular six (6) days schedule, eight (8) hours daily, depending on the position or nature of works, from Monday to Saturday, except when otherwise assigned to render services in shifting schedules as agreed by both parties. However, if circumstances so warrant, PSALM may require said workers to perform services with due overtime compensation.
2. In the exigency of the service, man-hour and materials offsetting may be imposed (mandatory) by PSALM to facilitate the performance of the job and service required to respond to urgent situation requiring immediate action, and/or to save on cost through frugal disposition/utilization of materials and supplies. Offsetting thru equipment, materials, supplies, tools and services shall be allowed provided the amount involved in the off-setting is equal and exclusively used for activities within the scope of the contract. The prices of the offset materials should be based on its fair market value, subject to price, quality and quantity acceptance and approval of the Procuring Entity. Materials/Equipment acquired thru off-setting shall remain to be the property of PSALM.
3. If extra services/workforce will be needed or required by PSALM, PSALM may require the Contractor to provide the services requested thru a Conforme letter signed by PSALM's authorized representative. There shall be no deployment of extra manpower services without prior notice of approval by the PSALM Vice President for Corporate Services Group. The extra services to be provided should be within the scope of the existing contract.

4. Services beyond regular working days and regular working hours shall be allowed subject to funds availability and with prior written authorization/approval by the Manager, Administration and General Services Division. Payment for extra/overtime services rendered shall be made upon presentation of a separate billing, the computation of which should be based on the employee's basic daily rate plus applicable premium, if any.

H. THIRTEENTH (13TH) MONTH PAY

- a. The required 13th month pay shall be paid not later than December 24 of each year. The Contractor, however, may give to its employees one-half (1/2) of the required 13th month pay before the opening of the regular school year and the other half on or before the 24th of December every year (DOLE Labor Advisory No. 18, Series of 2018 [*Payment of Thirteenth Month Pay*]). The frequency of payment of this monetary benefit maybe the subject of agreement between the employer and the recognized collective bargaining agreement of the employees. PSALM should be informed in writing of the manner of payment of the 13th month pay for its employees and thus, reflected in the payroll, otherwise non-compliance shall be considered a violation of the Contract.
- b. Billing for the 13th month pay of the Janitors/Supervisor shall be made separately from the monthly basic pay billing. The separate billing for the 13th month pay shall be made a month before actual release to Janitors/Supervisor.

I. BILLING REQUIREMENT

1. The statement of account for the first billing for the services rendered by the Contractor shall consist of complete supporting documents including but not limited to the following:
 - a. Statement of Account;
 - b. Janitors' Area of Responsibility/Floor Assignment
 - c. Properly accomplished daily attendance records (DTR);
 - d. Summary of DTR
 - e. Affidavit from CONTRACTOR (Paid Wages and Statutory Obligations)
 - f. Paid payroll or pay slips
 - g. Bank Certification
 - h. Notice of Award (NOA)
 - i. Notice to Proceed (NTP)
 - j. Performance Bond
 - k. Cost Distribution & Bid Price Schedule
 - l. Janitorial Services Contract
 - m. 201 Files of the janitors and supervisor
 - n. Certification (Deployment of Janitors/Supervisor and Validation of 201 Files)
 - o. Other documents as may be required by the Procuring Entity.

For the succeeding billings, the Contractor shall submit supporting documents comprised of the following, but not limited to:

- a. Statement of Account;
 - b. Janitors' Area of Responsibility/Floor Assignment
 - c. properly accomplished daily attendance records (DTR);
 - d. Summary of DTR
 - e. Affidavit from Contractor (Paid Wages and Statutory Obligations)
 - f. Paid payroll or pay slips
 - g. Bank Certification
 - h. Official receipt and alpha list of Statutory Obligation (highlighted)
 - i. Cost Distribution & Bid Data Sheet
2. Contractor shall be required to submit a duly authenticated copy of the SSS remittances showing the names of the janitors and supervisor assigned to PSALM on a quarterly basis.
 3. Non-submission of the foregoing documents shall be sufficient basis for PSALM to withhold payments to the Contractor under the contract, and/or immediately terminate this Contract by giving the Contractor a 30-day prior written notice therefore.
 4. The payment for the services rendered shall be billed monthly and shall be paid by PSALM within fifteen (15) days from receipt of the statement of account with complete documentations from the Contractor, unless there shall be any points of verification needed in the processing of the payment.

J. BILLING AND MANNER OF PAYMENT

1. The payment for the services rendered shall be billed monthly and shall be paid by PSALM within fifteen (15) days from receipt of the statement of account with complete documentations from the Contractor, unless there shall be any points of verification needed in the processing of the payment.
2. The Contractor hereby agrees to undertake the appropriate action and/or effect payment of penalties for violations of any of the following:

CONTRACTOR VIOLATIONS	PENALTY
a. Loss or damage to materials/equipment at the area of responsibility	the actual value of the loss or extent of damages of such property and/or termination of contract
b. Incomplete janitor posting	one-day janitor's pay deduction from the billing for the period per absentee janitor posting

c. Improper uniform, drunkenness, discourtesy, misbehavior of janitors during their duty	replacement of janitors concerned and deduction of one-day janitor's pay from the billing for the period per janitor involved
d. Contractor posted janitor(s) who are not qualified as per Contract	Deduction from the billing of P200.00 per day per janitor and removal of the janitor from assignment upon receipt of Procuring Entity's notice
e. Incomplete equipment/materials/supplies on site as committed under this contract	Actual cost of lacking item to be deducted from billing for the period

3. The amount due shall be deducted by PSALM from any money due to the Contractor under the Contract.
4. Tampering/falsification of individual time records of the janitors shall be a ground for termination of the Contract.

K. SSS, PhilHealth, Pag-IBIG, ECC and BIR REMITTANCES

1. The Contractor should see to it that all its employees should have their individual identification number for SSS, Pag-IBIG, PhilHealth, ECC and BIR TINs and other required labor-related government institutions prior to employment, or within one (1) month upon commencement of the contract. If any of its employees does not have any of these ID numbers or fail to comply/complete the requirement, it shall be considered a violation of the Contract subject to appropriate penalty which may include pre-termination of the contract. Likewise, the Contractor is required to furnish copies of proof of enrollment/membership of their personnel to these institutions.
2. SSS, Pag-IBIG, PhilHealth, ECC and BIR premiums/deductions/taxes withheld shall be based on the latest prevailing table of deductions and shall be deducted once every end of the month (16th to end of the month) payroll of its employees. These deductions shall be paid directly to the Agency's Manila office through the authorized banks/collecting agents every second week of the succeeding quarter. Likewise, a proof of monthly payment/remittances from concerned agencies showing the individual employees' deductions, with stamp received by the agencies, shall be attached to their end-of-month billings to PSALM. Alpha listing employees reflecting their individual income taxes withheld or BIR remittances shall also be submitted as attachment if required by PSALM.

3. PSALM shall have the right to withhold payment of billings for failure of the Contractor to submit proof of monthly payment/remittances of statutory deductions of its employees. Or PSALM shall have the right to deduct the amount corresponding to the statutory deductions of its employees and directly remit it to the concerned government agency.
4. For the benefit of employees concerned, all statutory adjustments/increases of SSS, PhilHealth, ECC and Pag-IBIG contributions mandated by law of the Philippines shall be borne by PSALM.

L. BANK DEPOSIT

1. Contractor shall submit a Certificate of Bank Deposit from any reputable commercial bank preferably the Land Bank of the Philippines (LBP) branch and/or licensed by the Bangko Sentral ng Pilipinas nearest the place of PSALM office being serviced in an amount equivalent to one (1) month basic salary of all its personnel assigned with PSALM, withdrawable only for payment of the salary of the said personnel upon the consent and clearance of PSALM. The Contractor/depositor shall issue a conditional letter/advise to the Bank upon its opening of account that such deposit shall only be withdrawn if withdrawal slip is countersigned by PSALM representative and that PSALM has the right/authority to verify at any time the Contractor's Bank Deposit. A copy of this advice authenticated/received by the Bank shall be submitted to PSALM, together with the Certificate of Bank Deposit upon commencement of the contract. Said deposit may be used should Contractor's billing, collection/payment for the preceding month which was submitted on the scheduled time and accepted complete with necessary/required documents/attachments, is delayed, to assure receipt by the Contractor's employees' salaries on time, and shall be immediately replenished upon collection of the billing for the period from PSALM and submit bank certification or bank authenticated copy of bank account statements.
2. An updated Certificate of Bank Deposit shall be attached to the end of the month billing of the Contractor subject to verification of its authenticity by PSALM as a matter of procedure. The issuing bank should issue a confirmation as to the authenticity of said bank certificate. Non-compliance with the above requirements shall be ground for the termination of the Contract.

M. DAMAGES TO AND LOSS OF PROPERTY OF PSALM AND ITS PERSONNEL

1. All damages to any property belonging to PSALM or its personnel caused by failure of the Contractor's employee/s to take reasonable precaution, and all deterioration and/or damages to permanent work due to accident or negligence on the part of Contractor's employee/s shall be the responsibility and accountability of the Contractor therefore shall

be repaired/replaced and paid for without any expense to the Procuring Entity.

2. All expenses shall be borne by the Contractor and must be acted upon within seventy-two (72) hours. No adjustment in Contract price will be made on account of such damage/s.
3. Should Contractor fail to effect the necessary remedy within the said period, PSALM shall deduct the value or cost thereof from the Contractor's billings.
4. In addition, corresponding demerit per reported case shall be charged to the Contractor regardless of remedial actions taken.
5. When the Contractor fails to completely deliver on the scheduled delivery date the required materials and supplies for two consecutive months, or the Contractor fails to oblige complete and maintain the required tools, equipment, materials and supplies and other paraphernalia within thirty (30) days allowance in case granted by PSALM.

N. GROUND TO TERMINATE THE CONTRACT

1. The relationship of the Contractor with PSALM is based purely on trust and confidence. Aside from what was specified in the General Conditions of the Contract and the Terms of Reference, PSALM shall have the exclusive right to terminate the Contract in case of loss of said trust and confidence in the Contractor resulting from violation/s of Contract Provisions.
2. PSALM shall also have the right to terminate the Contract on the following grounds:
 - a) When contractor personnel/workers have willfully and intentionally caused irreparable damage to the prestige or any vital interest of PSALM or has caused tantamount destruction of PSALM properties or has caused economic loss by personal participation or non-performance of his duties and responsibilities.
 - b) When the Contractor violates hiring requirements with respect to nepotism, submission of clearances, certification and qualifications as specified in II. Manpower Requirements, A. QUALIFICATION OF PERSONNEL FOR DEPLOYMENT.
 - c) When the Contractor fails to pay the correct salaries of its personnel on time for two (2) consecutive pay periods, or a cumulative three (3) occasions of delayed payment of salaries in a contract year, without just cause to be determined by the Corporation.

- d) When the Contractor continuously or willfully fails to submit proof of payment/remittances for statutory deductions such as SSS, Pag-IBIG, PhilHealth, BIR, thirteenth (13th) Month Pay, Special Incentive Leave, Tax Refund, etc. of its employees.
 - e) When the Contractor fails to open and maintain the amount equivalent to one (1) month salary of personnel deposit or replenish the amount withdrawn from this deposit as provided for in the Contract.
 - f) When the Contractor has violated any PSALM rules and regulations, other obligations, mandatory requirements, provisions under this Contract and refused to comply and/or remedy the violation within the reasonable period and conditions given by PSALM.
 - g) Tampering/falsification of individual time records of the janitors.
3. PSALM may immediately terminate the contract, without need of notice under the following: (a) if Contractor subcontracts this Contract or portion thereof to other contractor/s; or (b) if Contractor's employees use or disclose to any unauthorized person, firm or entity any confidential information concerning the business of PSALM which may have been acquired by them, as provided for in Contract's "Warranty Clause".

O. SANCTION AND BLACKLISTING OF ERRING CONTRACTOR

- 1. PSALM reserve the right to sanction or blacklist contractors, who have violated or have records of any violation of the terms and conditions of any contract with PSALM, or any record of unsatisfactory/fair performance measured within the context of the contract, pre-terminated Contracts, or unresolved complaint/dispute with PSALM's representative. Moreover, the Contractor shall be blacklisted for breach or abandonment of the Contract, and/or due to untimely or unjust termination of the Contract by the Contractor without giving the thirty (30) calendar days advance notice and without prior conformance of PSALM. The sanction/blacklisting shall be enough ground to disqualify the said contractors from entering into another contract with PSALM.
- 2. PSALM shall act as arbitral/conciliatory body for complaints against the Contractor and its employees, and recommend and/or impose appropriate disciplinary/preventive or legal actions.

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

- (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;
- (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 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.

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

- (m) *[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.
- (n) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

II. FINANCIAL COMPONENT ENVELOPE

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

Bidding Forms

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Form No. ELIG-01

List of all Ongoing Government and 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 Nos.	Nature of Work	Bidder's Role		a. Date Awarded b. Date Started c. Date of Completion	% of Accomplishment		Value of Outstanding Works / Undelivered Portion
			Description	%		Planned	Actual	

Note: The following documents shall be submitted upon post-qualification:

1. Notice of Award and/or Contract
2. Notice to Proceed issued by the owner

Submitted by : _____

(Printed Name & Signature of Authorized Representative)

Designation : _____

Date : _____

Form No. ELIG-02

Statement of Single Largest Completed Contract which is Similar in Nature During the last three (3) years

Business Name : _____

Business Address : _____

Name of Contract	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Amount at Award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
			Description	%		

Note: The following documents shall be submitted upon post-qualification:

1. Contract
2. Certificate of Completion/Acceptance

Submitted by : _____

(Printed Name & Signature of Authorized Representative)

Designation : _____

Date : _____

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 (BIR) 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 = [(Current asset - current liabilities) (15)] minus value of all outstanding or uncompleted portions of the project under ongoing contracts yet to be started coinciding with the contract to be bid.

or

Commitment from a licensed bank to extend to it a credit line if awarded the contract.

Name of Bank: _____ Amount: _____

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative

Date: _____

NOTE:

If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit Form No. ELIG-03.

Joint Venture Agreement

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into By and Between _____, of legal age, (civil status), owner/proprietor of _____ and a resident of _____.

and -

_____, of legal age, (civil status), owner/proprietor of _____ a resident of _____.

That both parties agree to join together their manpower, equipment, and what is needed to facilitate the Joint Venture to participate in the Eligibility, Bidding and Undertaking of the here-under stated project to be conducted by the PSALM Corporation.

NAME OF PROJECT

CONTRACT AMOUNT

That both parties agree to be jointly and severally liable for the entire assignment.

That both parties agree that _____ and/or _____ shall be the Official Representative of the Joint Venture, and is granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture in the bidding as fully and effectively and the Joint Venture may do and if personally present with full power of substitution and revocation.

That this Joint Venture Agreement shall remain in effect only for the above stated Project until terminated by both parties.

Name and Signature of Authorized Representative

Name and Signature of Authorized Representative

Official Designation

Official Designation

Name of Firm

Name of Firm

Witnesses

1. _____

2. _____

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____)S.S.

BEFORE ME, a Notary Public for and in _____, Philippines, this _____ day of _____, 2021, personally appeared:

Name	Identification Document	Issued on	Issued at

known to me and known to be the same persons who executed the foregoing instrument consisting of _____ () pages, including the page whereon the acknowledgment is written and acknowledged before me that the same is his free and voluntary act and deed and/or that of the Corporation he represents.

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

Notary Public

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

Bid Securing Declaration Form

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

x-----x

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

To: **ATTY. IRENE JOY BESIDO-GARCIA**
President and CEO
Power Sector Assets and Liabilities Management Corporation
24th Floor Vertis North Corporate Center Tower 1
Astra cor. Lux Drives, North Ave., Quezon City 1105

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration¹, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:
 - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;

¹ Issued by the GPPB through GPPB Resolution 03-2012 on 27 January 2012, as amended by GPPB Resolution 15-2014 dated 20 June 2014.

(c) I am/we are declared as the Bidder with the Lowest Calculated and Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/we have hereunto set my/our hands this ___ day of _____ 2021 at _____.

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]
[Insert signatory's Title/Designation]
Affiant

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

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

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

Doc. No. _____;

Page No. _____;

Book No. _____;

Series of 2021.

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 PSALM Corporation (hereinafter called the “Entity”) in the sum of *[insert amount]*² 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 _____ 2021.

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.

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]*³ 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)

³ 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.

Form of Bid Security (Irrevocable Letter of Credit)

Date: _____

ATTY. IRENE JOY BESIDO-GARCIA

President and CEO

Power Sector Assets and Liabilities Management Corporation

24th Floor Vertis North Corporate Center Tower 1

Astra cor. Lux Drives, North Ave., Quezon City 1105

Irrevocable Letter of Credit No. _____

For Contract No. _____

WHEREAS, _____, hereinafter called "Supplier" has undertaken in pursuance to (name of Project and contract number), and whereas it has been stipulated by you in the said Contract that the Supplier shall furnish an irrevocable standby Letter of Credit for a sum specified therein as security for the faithful compliance of Supplier's obligations in accordance with the Contract.

WHEREAS, we have agreed to guarantee this obligation by Supplier.

THEREFORE, we hereby affirm that we are guarantors and responsible to you, on behalf of Supplier, up to the total amount of _____ and we undertake to pay you, upon first written demand declaring the Supplier to be in default under the Contract and without cavil, or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without you needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This irrevocable guarantee is valid until the issuance by you of Notice of Final Acceptance.

This certification is being issued in favor of the said Supplier in connection with the requirements of bidding of (name of the procuring entity) for the above-mentioned contract. We are aware that any false statements issued by us makes us liable for perjury.

Name and Signature of Authorized

Financing Institution Officer : _____

Official Designation : _____

Concurred By:

Name & Signature of Supplier's

Authorized Representative : _____

Official Designation : _____

Note:

The amount committed should be machine validated.

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

BEFORE ME, a Notary Public for and in _____, Philippines, this _____ day of _____, 2021, personally appeared:

NAME GOV'T ISSUED ID & NO. ISSUED AT/ON

known to me and known to be the same person who executed the foregoing instrument consisting of _____ () pages, including the page whereon the acknowledgment 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

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

Form No. TEC-04

**Conformity with Section VI (Schedule of Requirements) and
Section VII (Technical Specifications)**

(Name of Bidder) hereby undertakes that it shall COMPLY with the general requirements stated in Sections VI (Schedule of Requirements) and Section VII (Technical Specifications).

Name and Signature of Authorized Official

Position

Date

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in _____, Philippines, this ___ day of _____, 2021, personally appeared:

Name	Government-Issued ID & No.	Issued on	Issued at
(SUPPLIER)			

known to me and to me known to be the same person who executed the foregoing instrument consisting of _____ (___) pages, including the page whereon this Acknowledgment is written, all pages signed by both parties and their instrumental witnesses, and they acknowledged before me that the same is their free and voluntary act and deed and that of the Corporation they represent.

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

Notary Public

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

Omnibus Sworn Statement

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

AFFIDAVIT

I, _____ 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. I am the duly authorized and designated representative of *(Name of Bidder)* with office address at *(address of Bidder)*;
2. 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. 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;
8. *(Name of Bidder)* is aware of and has undertaken the following responsibilities as a Bidder:

- a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*; and
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 ___, 2021 at _____, Philippines.

Bidder's Representative/Authorized Signatory

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

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

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

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

Bid Form

Date: _____
Invitation to Bid No: _____

To: **The BAC Chairperson**
Power Sector Assets and Liabilities Management Corporation
24th Floor Vertis North Corporate Center Tower 1
Astra cor. Lux Drives, North Ave., Quezon City 1105

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 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 17.1 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "None")

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

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

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

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the Name of Project of the Name of the Procuring Entity] [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Name of Project of the Name of the Procuring Entity].*

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

Dated this _____ day of _____ 2021.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Detailed Bid Price Schedule

Date: _____

Project: Procurement of Janitorial Services for PSALM Corporation
Code: Project Reference No. 2021-PB-JSPC-19-01

Date of Bidding: _____

Time of Bidding: _____

(Supplier's Name/Address/Tel. No.)

Name of Bidder _____.

Particulars	Amount (PHP)
A. Manpower	
Fifteen (15) Janitors	
One (1) Supervisor	
B. Materials, Supplies and Equipment	
C. Profit Margin	
D. 12% VAT (for Items A, B and C)	
Total Bid Price (A+B+C+D)	

Note: *Bids received in excess of the Approved Budget for the Contract (ABC) shall be automatically rejected at bid opening.*

AMOUNT IN WORDS (PHP) = _____

Authorized Official/Position

Signature/Date

**Computation of Bid Price for One (1) Supervisor
(Project Reference No. 2021-PB-JSPC-19-01)**

MONTHLY COST DISTRIBUTION

No. of days per year	313 days
No. of working days per week	6 days
No. of working hours per day	8 hours

A.	AMOUNT DUE TO SUPERVISOR	
	Daily Wage (DW)	
	Average Pay per Month (DW x 313/12)	
	13th Month Pay (DW x 313/12/12)	
	5-day Incentive Pay (DW x 5/12)	
	Uniform Allowance	
	Additional Allowance for Supervisor	
	TOTAL (A)	PHP
B.	AMOUNT DUE TO GOV'T. IN FAVOR OF THE SUPERVISOR	
	SSS Premium	
	Philhealth Contribution	
	Employees Compensation Commission	
	Pag-Ibig Fund	
	TOTAL (B)	PHP
C.	TOTAL (A+B)	PHP

Note:

1. Pursuant to Circular No. 22-P dated 15 August 2005 of the Social Security System, all employers, in computing the contributions that are due the System will take into consideration and include as employee's remuneration all salaries, wages and allowances except 13th month pay.
2. The basis in determining the Salary Range for the employee's share for Philhealth premium shall be the basic salary only.

**Computation of Bid Price for Fifteen (15) Janitors
(Project Reference No. 2021-PB-JSPC-19-01)**

MONTHLY COST DISTRIBUTION

No. of days per year **313 days**
 No. of working days per week **6 days**
 No. of working hours per day **8 hours**

A.	AMOUNT DUE TO JANITORS	
	Daily Wage (DW)	
	Average Pay per Month (DW x 313/12)	
	13th Month Pay (DW x 313/12/12)	
	5-day Incentive Pay (DW x 5/12)	
	Uniform Allowance	
	TOTAL (A)	PHP
B.	AMOUNT DUE TO GOV'T. IN FAVOR OF THE JANITORS	
	SSS Premium	
	Philhealth Contribution	
	State Insurance Fund/ECC	
	Pag-Ibig Fund	
	TOTAL (B)	PHP
C.	TOTAL (A + B)	PHP

Note:

3. Pursuant to Circular No. 22-P dated 15 August 2005 of the Social Security System, all employers, in computing the contributions that are due the System will take into consideration and include as employee's remuneration all salaries, wages and allowances except 13th month pay.
4. The basis in determining the Salary Range for the employee's share for Philhealth premium shall be the basic salary only.

CONTRACT

**Procurement of Janitorial Services for PSALM Corporation
Project Reference No. 2021-PB-JSPC-019-01**

This CONTRACT is executed on the ____ day of _____ 2021 by and between:

Signed in the Presence of:

RAMON A. VELASQUEZ, JR.
TWG Head

The **POWER SECTOR ASSETS AND LIABILITIES MANAGEMENT (PSALM) CORPORATION** with principal office address at the 24th Floor Vertis North Corporate Center 1, Astra cor. Lux Drives, North Avenue, Diliman, 1101 Quezon City, Philippines, represented by its President and Chief Executive Officer, **IRENE JOY BESIDO-GARCIA**, duly authorized for this purpose under Board Resolution No. 2020-0226-07, dated 26 February 2020 as evidenced by the Secretary’s Certificate dated 01 March 2021, a copy which is attached as Annex “A”, hereinafter referred to as “PSALM”;

-and-

Supplier

Representative

The _____ with principal office address at _____, Philippines, represented by its Authorized Representative, _____ duly authorized for this purpose under _____, dated _____ as evidenced by the _____ dated _____, a copy which is attached as Annex “B”, hereinafter referred to as “the SUPPLIER”;

ANTECEDENTS:

PSALM invited Bids for certain Procurement of Janitorial Services for PSALM Corporation with Project Reference No. 2021-PB-JSPC-019-01 and has accepted a Bid by the Supplier for the supply of those Goods and Services for the Approved Budget for the Contract (ABC) amounting to **FIVE MILLION SIXTY-FIVE THOUSAND PESOS (PHP5,065,000.00)**.

After conducting the bidding through open competitive bidding procedures using a non-discretionary “pass/fail” criterion, the BAC recommended “the SUPPLIER” as the one who submitted the Lowest Calculated and Responsive Bid in the amount of _____ Pesos (PHP _____), which recommendation was approved by PSALM.

PSALM Corporation

IRENE JOY BESIDO-GARCIA
President and CEO

ACCORDINGLY, the Parties hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Contract, viz:
 - 1.1 the Invitation to Bid;
 - 1.2 the Supplemental Bid Bulletins;
 - 1.3 all bidding forms and documents;
 - 1.4 the Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted, including corrections to the bid resulting from PSALM's bid evaluation;
 - 1.5 the Instruction to Bidders;
 - 1.6 the Technical Specifications;
 - 1.7 the General Conditions of Contract;
 - 1.8 the Special Conditions of Contract;
 - 1.9 the Performance Security;
 - 1.10 the BAC Resolution No. SBAC-2021-___;
 - 1.11 the Entity's Notice of Award;
 - 1.12 the Entity's Notice to Proceed; and
 - 1.13 the Office of the Government Corporate Counsel (OGCC) Contract Review No. ___, series of 2021 dated ___ 2021.

The documents mentioned above shall be collectively referred to as "Contract Documents".

2. All words and expressions shall have the same meaning as are respectively assigned to them in this CONTRACT and all documents deemed part of it, unless the context of the use of the words and expressions require otherwise.

3. Miscellaneous Provisions

- 1.1 Duration and Effectivity. The contract period is for one (1) year unless sooner terminated for cause, or if the facility is abolished, sold, privatized or turned over to new owner, to commence from the receipt by the Supplier of the Notice to Proceed (NTP). The contract may be extended, but such extension shall not exceed one (1) year. In case of loss of trust and confidence in the Supplier, PSALM shall have the exclusive right to terminate the Contract, upon thirty (30) days written notice to the Supplier.
- 1.2 No Employer-Employee Relationship. It is expressly understood and agreed that the personnel assigned by the Supplier under this Contract are, for all intents and purposes, the employees of the Supplier and hence, no employer-employee relationship exists between any and all of the personnel of the Supplier and PSALM. Supplier shall hold PSALM free and harmless from any claims, causes of action and suits that may be instituted by Supplier's personnel.

Signed in the Presence of:

RAMON A. VELASQUEZ, JR.
TWG Head

Supplier

Representative

PSALM Corporation

IRENE JOY BESIDO-GARCIA
President and CEO

Signed in the Presence of:

Supplier

PSALM Corporation

RAMON A. VELASQUEZ, JR.
TWG Head

IRENE JOY BESIDO-GARCIA
President and CEO

As such, PSALM shall not in any way or manner be liable or responsible for any personal injury or damage to properties, including death sustained by or caused to, or by any of the Supplier's employees or personnel assigned to the Facility during the performance of their duties.

- 1.3 Indemnification. Insofar as any and all personnel assigned to PSALM are concerned, the Supplier shall at all times stand solely liable and/or responsible for the enforcement and compliance with all existing laws, rules and regulations, including the Labor Code, Social Security Law, Employees' Compensation Act, PhilHealth Act, HDMF Law and other related welfare legislations/issuances. The Supplier agrees and binds itself to save and hold PSALM free from any liability which may arise therefrom.

The Supplier hereby agrees to hold PSALM free and harmless from all and any damages and liabilities that may be filed against Supplier or Supplier's personnel by reason of their employment by the Supplier under decrees and/or laws pertinent to employer-employee relationship.

- 1.4 Non-Waiver. The failure of PSALM to insist upon a strict performance of any of the terms, conditions and covenants hereof shall not be deemed a relinquishment or waiver of any of the rights or remedies that PSALM may have, nor shall it be construed as a waiver of any subsequent breach or default of its terms, conditions and covenants which shall continue to be in full force and effect. Silence on the part of PSALM shall not be considered as condonation or waiver of any breach or default by the Supplier of any covenant or condition herein provided. No waiver by the PSALM of its rights under this Contract shall be deemed to have been made unless expressed in writing and signed by PSALM through its duly authorized representative.

- 1.5 Liquidated Damages. The Supplier shall be liable for payment of liquidated damages in case of breach of any provisions of this Contract, as provided in GCC Clause 19 of the Contract Documents. Without prejudice to its other remedies under this Contract and under the applicable law, PSALM may deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the PSALM may rescind or terminate the Contract pursuant to GCC Clause 23 of the Contract Documents, without prejudice to other courses of action and remedies open to it.

Signed in the Presence of:

RAMON A. VELASQUEZ, JR.
TWG Head

Supplier

Representative

PSALM Corporation

IRENE JOY BESIDO-GARCIA
President and CEO

- 1.6 Amendments. Amendments to this Agreement may only be made by mutual written agreement of the parties.
- 1.7 Dispute. In case of a dispute between the parties, the same shall be resolved in accordance with Republic Act (R.A.) 876, as amended by R.A. 9285 ("R.A. 9285"), otherwise known as the "Arbitration Law" and the "Alternative Dispute Resolution Act of 2004," respectively.
- 1.8 Venue of Action. The parties hereby agree that that venue of the action for any cause or causes of action which may arise from this Contract shall be exclusively in the proper court of Quezon City, Philippines only.
- 1.9 Separability Clause. Should any provision of this Contract be held invalid by any competent court, the same shall apply only to the provision involved and the remainder hereof remains valid and enforceable.
- 1.10 If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to person whose circumstances other than those as to which it was held invalid or unenforceable shall not be affected thereby.
- 1.11 The terms, conditions, and covenants of this Agreement shall be binding upon and shall inure to the benefit of the parties, successors, or assigns.
- 1.12 OGCC Approval. This Contract shall be subject to the review and approval of the Office of the Government Corporate Counsel. Any of its ensuing comments, recommendations, or directives shall form part of this Contract.

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

Signed, sealed, and delivered by **IRENE JOY BESIDO-GARCIA**, the President and CEO of PSALM.

IRENE JOY BESIDO-GARCIA

Signed, sealed, and delivered by _____, the _____ (for the Supplier).

(SUPPLIER)

Witnessed by:

RAMON A. VELASQUEZ, JR. _____
TWG Head

Certification of funds availability:

SOFE A. SOTERANA
Department Manager, Controllership
PSALM Corporation

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in _____, Philippines, this ___ day
of _____, 2021, personally appeared:

Name	Identification Document	Issued on	Issued at
IRENE JOY BESIDO-GARCIA			
(SUPPLIER)			

known to me and to me known to be the same person who executed the foregoing instrument consisting of six (6) pages, including the page whereon this Acknowledgment is written, all pages signed by both parties and their instrumental witnesses, and they acknowledged before me that the same is their free and voluntary act and deed and that of the Corporation they represent.

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

Notary Public

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

Signed in the Presence of:

RAMON A. VELASQUEZ, JR.
TWG Head

Supplier

Representative

PSALM Corporation

IRENE JOY BESIDO-GARCIA
President and CEO

Performance Security

(To be submitted in the stationery of the Issuing Bank)

IRREVOCABLE STANDBY LETTER OF CREDIT

Number: _____
Amount: _____
Stated Expiration Date _____
Account Party: _____

Power Sector Assets and Liabilities Management Corporation
24th Floor Vertis North Corporate Center Tower 1
Astra cor. Lux Drives, North Ave., Quezon City 1105

Subject: Letter of Credit No. _____

We refer to the Philippine Bidding Documents for the Procurement of Janitorial Services for PSALM Corporation (Project Reference No. 2021-PB-JSPC-019-01) as amended or otherwise supplemented, (the “Bidding Documents”).

We hereby establish this Irrevocable Standby Letter of Credit No. [●] (this “SBLC”) for the benefit of Power Sector Assets and Liabilities Management Corporation (the “Beneficiary”) in an amount not exceeding a total of _____ (PHP _____) (the “Drawing Amount”). Funds under this SBLC are available to you at sight upon our receipt of a certificate in the form of Annex A attached hereto (a “Demand Certificate”), notifying us of the occurrence of a Bid Security Drawing Event as defined in the Instruction to Bidders, viz:

1. if the Bidder/Account Party:
 - (a) withdraws his bid during the period of bid validity specified in the Form of Bid;
 - (b) does not accept the correction of arithmetical errors of his bid price in accordance with Instructions to Bidders; or
2. if the Bidder/Account Party having been notified of the acceptance of his bid 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 Instruction to Bidders.
3. If the Bidder/Account Party does not comply with any of the other conditions set forth in Instruction to Bidders Clause 18.5.

The Demand Certificate shall upon presentment be appropriately completed and purportedly signed by your duly authorized officer, employee or signatory on or before the Expiration Date (as hereinafter defined). This SBLC does not contain any condition to drawing other than the confirmation by us that the Demand Certificate appears to comply on its face with the requirements of the immediately preceding sentence.

The SBLC shall be drawable at our office in Metro Manila, Philippines. We will pay amounts drawn hereunder from our general funds.

You shall present one Demand Certificate dated the date of presentation for each drawing hereunder to [name and address of issuing bank]. If you present the Demand Certificate by 10:00 a.m. local time on any day on which we are open for business (each such day, a “**Business Day**”), in strict conformance with the terms and conditions of this SBLC, we will honor the same by making payment in immediately available funds, in accordance with your payment instructions and without any restrictions, conditions, inquiry or right of objection whatsoever on our part, without notice to the Account Party prior to such payment and notwithstanding any conditions, demands, or objections by the Account Party or any other party, without you having to further substantiate such demand, by 4:00 p.m. local time on such Business Day, otherwise we will honor your Demand Certificate by 10:00 a.m. local time the following Business Day.

If any demand for payment does not conform to the terms and conditions of this SBLC, we shall give you prompt notice of the same stating the reasons therefor and that we will, upon your request, hold any documents presented to us for five (5) Business Days or return the same to you. Upon being notified that any demand for payment did not conform to this SBLC, you may correct any such non-conforming demand; provided that such corrected demand shall be made and presented to us on or before the Expiration Date (as defined below).

This SBLC shall expire at 5:00 p.m. at our office on the earliest of the following: (i) the Stated Expiration Date; (ii) our honoring of the Demand Certificate/s presented hereunder that, in the aggregate, equal the Drawing Amount, and (iii) the surrender by you of the original SBLC for cancellation. The earliest of the foregoing dates is referred to herein as the “Expiration Date.” Except as otherwise expressly provided in this paragraph, this SBLC shall not terminate prior to the Stated Expiration Date for any reason whatsoever. Notwithstanding the occurrence of the Stated Expiration Date, We will honor and pay for the amount drawn by You as stated in the Demand Certificate; *provided*, that the Demand Certificate was presented to Us before the Expiration Date.

This SBLC sets forth in full our undertaking and references herein to any document, instrument or agreement, except the Demand Certificate/s referred to herein, shall not in any way amend, modify, amplify or limit our undertaking.

All documents presented to us in connection with any demand for payment hereunder, as well as all notices and other communications to us in respect of this SBLC shall be in writing and addressed and presented to us at our office at [address

of issuing bank] Attention: [●], and shall make reference to this SBLC by number. You shall personally deliver such documents, notices and other communications to us or send them to us by facsimile to [●], or such other number as we may specify from time to time in writing to you.

This SBLC shall be subject to International Standby Practices 1998 (“ISP98”) and in case of dispute arising from, or in connection with, the interpretation or implementation thereof, shall be subject to Philippine Law.

[Insert Date and Place of Issue]

Very truly yours,
[Issuing Bank]

THIS ANNEX A IS AN INTEGRAL PART OF
LETTER OF CREDIT NO. [●]
DATED [●]

ANNEX A
DEMAND CERTIFICATE
[Date]

[Address of issuing bank]

Attention: [●]

Re: Demand for Payment under Letter of Credit

Ladies and Gentlemen:

We refer to your Letter of Credit No. [●] (the “SBLC”). Any term defined in the SBLC shall have the same meaning when used herein. A Bid Security Drawing Event has occurred and the Beneficiary hereby demands payment of [amount] under the SBLC, such payment to be made to [insert account instructions].

IN WITNESS WHEREOF, this Certificate has been executed and delivered by the Beneficiary on the [●] day of [●].

POWER SECTOR ASSETS AND LIABILITIES
MANAGEMENT CORPORATION

By: _____
Name:
Title:

Credit Line Certificate

Date: _____

ATTY. IRENE JOY BESIDO-GARCIA

President and CEO

Power Sector Assets and Liabilities Management Corporation

24th Floor Vertis North Corporate Center Tower 1

Astra cor. Lux Drives, North Ave., Quezon City 1105

CONTRACT/PROJECT : _____

COMPANY/FIRM : _____
ADDRESS : _____

BANK/FINANCING INSTITUTION : _____
ADDRESS : _____

AMOUNT : _____

This is to certify that the above Bank/Financing Institution with business address indicated above, commits to provide the <Contractor / Distributor / Manufacturer / Supplier>, if awarded the above-mentioned Contract, a credit line in the amount specified above which shall be exclusively used to finance the performance of the above-mentioned contract subject to our terms, conditions and requirements.

The credit line shall be available within fifteen (15) calendar days after receipt by the <Contractor / Distributor / Manufacturer / Supplier> of the Notice of Award and such line of credit shall be maintained until the project is completed by the Supplier.

This Certification is being issued in favor of said <Contractor / Distributor / Manufacturer / Supplier> in connection with the bidding requirement of ____(Name of the Procuring Entity)____ for the above-mentioned Contract. We are aware that any false statements issued by us make us liable for perjury.

Name and Signature of Authorized Financing Institution Officer:

Official Designation: _____

Concurred By:

Name & Signature of <Contractor/Distributor/Manufacturer>
Authorized Representative : _____
Official Designation : _____

Note:

The amount committed should be machine validated.

Republic of the Philippines)
_____) S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in _____, Philippines, this ___ day of _____, 2021, personally appeared:

Name	Government–issued ID & No.	Issued on	Issued at
(SUPPLIER)			

known to me and to me known to be the same person who executed the foregoing instrument consisting of three (3) pages, including the page whereon this Acknowledgment is written, all pages signed by both parties and their instrumental witnesses, and they acknowledged before me that the same is their free and voluntary act and deed and that of the Corporation they represent.

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

Notary Public

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

Bank Guarantee Form for Warranty Coverage

ATTY. IRENE JOY BESIDO-GARCIA

President and CEO

Power Sector Assets and Liabilities Management Corporation

24th Floor Vertis North Corporate Center Tower 1

Astra cor. Lux Drives, North Ave., Quezon City 1105

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 the contract for **Procurement of Janitorial Services for PSALM Corporation (Project Reference No. 2021-PB-JSPC-019-01)** (herein called the “Contract”);

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 equivalent to (10% of the Contract price) as security for compliance with the Contract;

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, in an amount equivalent to (10% of the contract price), and we undertake to pay you, upon your first written demand and without cavil or argument, the aforesaid amount 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 there under 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 expiration of the warranty period(s) for the Services provided for under the said Contract.

SIGNATURE AND SEAL OF THE GUARANTOR _____

NAME OF BANK _____

ADDRESS _____

DATE _____

Annex “A”

General Policies and Procedures on Electronic/ Online Submission and Receipt of Bids

Legal Basis

The GPPB issued Resolution No. 09-2020 dated 07 May 2020 Approving Measures for The Efficient Conduct of Procurement Activities During A State of Calamity, or Implementation of Community Quarantine or Similar Restrictions. Among the measures introduced by the said Resolution are the following:

- a. All Procuring Entities (PE) are now encouraged to maximize the use of videoconferencing, webcasting and similar technology in the conduct of any of the BAC meetings and the determination of a quorum by the Bids and Awards Committee (BAC). The use of digital signatures in procurement related documents is also encouraged.
- b. Bids may now be submitted through on-line submission. The online or electronic submission and receipt of bids for procurement modalities where a two-envelope procedure or sealed price quotation and use a two-factor security procedure consisting of an archive format compression and password protection is required.
- c. The BAC shall decide whether to allow the online or electronic submission and receipt of bids based on the PE’s procurement needs and capabilities. It shall ensure the security, integrity and confidentiality of the bids submitted and generate an audit trail of transactions for the security, integrity and authenticity of the bid submissions.

User Registration and Payment of Bidding Document Fee

1. The Bidder must pay for the amount indicated in the Invitation to Bid before the Bidder can send their bids through the PSALM online bidding system.
2. After paying the bidding document fee, the Bidder must send an email to the BAC Secretariat at BACSec2021@psalm.gov.ph and must attach the following:
 - The picture or screenshot of the transaction or deposit slip
 - The valid email address that will be used in sending the bid
3. After receiving the above email, the BAC Secretariat will inform the PSALM ISTD to whitelist the provided email address and create and share the folder for the particular bidder.
4. The BAC Secretariat will email the Bidder to confirm the receipt of the above information together with the link of the shared folder created by the PSALM ISTD.

5. Only bidders who pay the Bid Document Fee shall be allowed to participate in the e-bidding activities and submit a bid.

Payments can be deposited thru PSALM LBP account with details below:

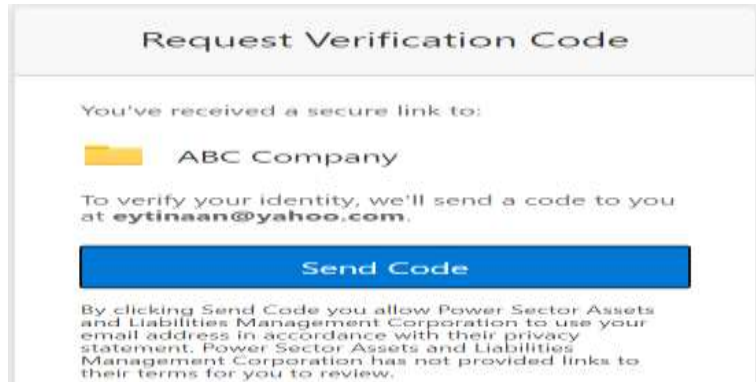
Name of Bank: Land Bank of the Philippines
 Branch: Paseo de Roxas Branch
 Account Name: Power Sector Assets and Liabilities Management Corporation (PSALM)
 Account Number: 1802-1019-68
 LBP Swift Code: TLBPPHMM

Submission of Bids

1. The Invitation to Bid, including the Bidding Documents shall clearly state whether the submission and receipt of bids through electronic means is available for the procurement opportunity.
2. The Bidder shall submit their Bids by uploading it to the provided shared folder at any time before the closing date and time specified in the Bidding Documents.
3. Below are the procedures on how to upload the bidding documents, its format, and the documents it must contain.

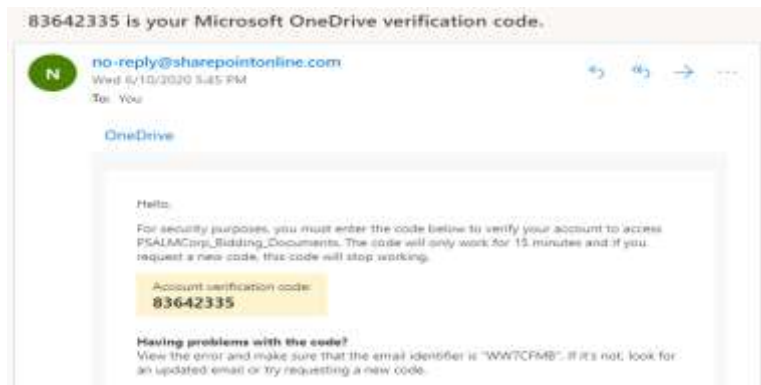
Procedures / Steps on how to submit a Bidding Documents and other required documents
1. The Bidder must follow the “User Registration and Payment of Bidding Document Fee” procedure before submitting the bidding documents.
2. The BAC Secretariat will email the link of the shared folder to the registered email address of the bidder.
3. The Bidder needs to check the email (including the SPAM/Junk folder) from the PSALM BAC Secretariat that contains the link of the shared folder that the Bidder may use in submitting the required Bidding Documents and other requirements.
4. After receiving the email, the Bidder will need to click the link sent by the PSALM BAC Secretariat or copy and paste it to the address bar of any browser.
5. The verification page will appear. The Bidder will need to click the “Send Code” button.

- Verification Page



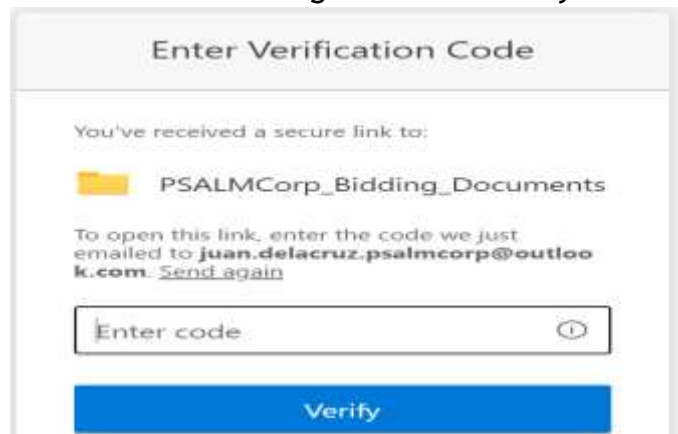
6. After clicking the “Send Code” button, the verification code will be sent to the Bidder’s registered email address.

- Verification Code email message



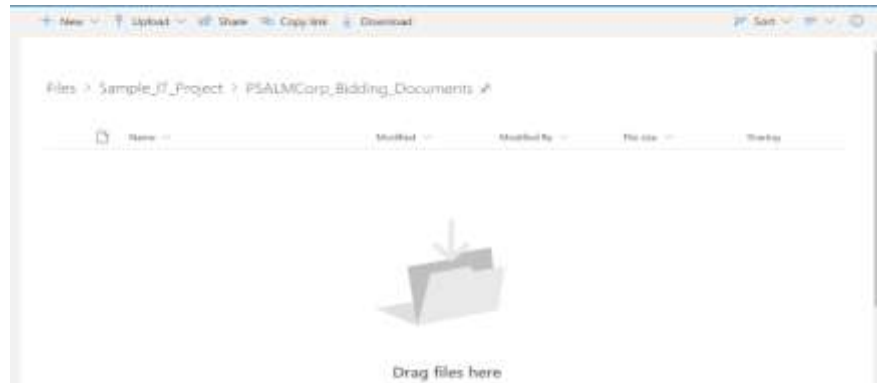
7. Input the verification code to the Verification Page and click verify.

- Verification Page
- The Bidder should enter the code immediately since it has an expiration time. An error will occur once the code has expired.



“The existing code expired, we’ve sent an email with a new code to juan.delacruz.psalmcorp@outlook.com. Please use the latest email that has the email identifier ZYWS02C.”

8. After verifying the code, the Bidder will be redirected to the shared folder page.



9. The Bidder can now start uploading the Bidding Documents and other requirements until the deadline of submission.

- Bidder is advised to upload the bidding documents before or at least 30 minutes ahead of the deadline. This approach will prevent the Bidder from rushing the Bidding Documents uploads and will have time in reporting if any problem is encountered.

10. An On-line Bidder may modify its bid at any time before the closing date and time for the submission and receipt of bids. The Bidder can delete and upload another Bid equally secured and properly identified. The time indicated in the latest uploaded Bid shall be the official time of submission. Bids submitted after the deadline shall not be accepted.

11. The Bidder must use a two-factor security procedure consisting of an archive format compression and password protection to ensure the security, integrity and confidentiality of the bids submitted. The bids shall be composed of the following:

- a. A password protected zipped file containing the two PDF files.
- b. The two PDF files must be named with the following format:
 - i. First Envelope
 - ii. Second Envelope
- c. The first PDF file should be password protected and corresponds to each section of the technical and legal documents, i.e., PhilGEPS Registration Certificate, Statement of all on-going contracts, SLCC, Bid Security, Conformity with Technical Specification, Omnibus Sworn Statement, Forms and Annexes, etc.
- d. The second PDF file must be also password protected and should contain the financial bid.

- Note: The two PDF files should have different passwords. This is to avoid opening the two files at the same time, and when the documentary bid fails during its opening, the financial bid would remain intact and unopened.

12. The Bidder must also upload a text file or notepad file with the following details:

File Name: *Bidder's Company Name_ProjectName.txt*

Contents of the File:

Procurement Project Title:
 Project Reference No.:
 Company Name:
 Address:
 Name of the bidder's authorized representative:
 Contact Nos.:
 Email address:

13. After uploading all the requirements, the Bidder must send an email to the BAC Secretariat at BACSec2021@psalm.gov.ph and bid.submission@psalm.gov.ph to confirm the uploaded documents and requirements. The Bidder must attach the picture or screenshot of the uploaded documents and requirements.



14. The BAC Secretariat shall send an email to the bidder acknowledging and confirming the bidder's submission.

15. The BAC shall bar all incoming bids after the closing date and time. Upon reaching the deadline of the certain project, the BAC Secretariat will inform the PSALM ISTD to remove the sharing of the folder.

16. After removal of the sharing of the particular folder, the Bidder will not be able to submit any revised documents and requirements.

17. An On-line Bidder may withdraw its bid before the deadline for the submission and receipt of bids.

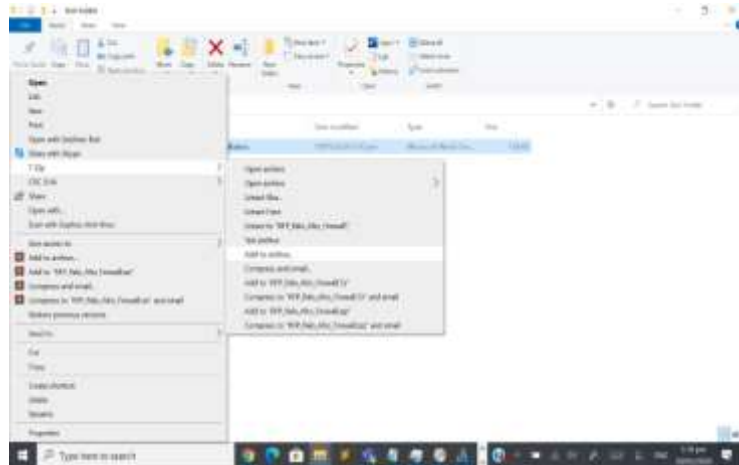
Procedures / Steps on how to ZIP a File with Password

1. User can download a free file archiver software though this link <https://www.7-zip.org/>

2. Install the downloaded software

3. Right click the document that needs to be archived

4. Select 7-zip > Add to archive...



5. Select the destination of the file

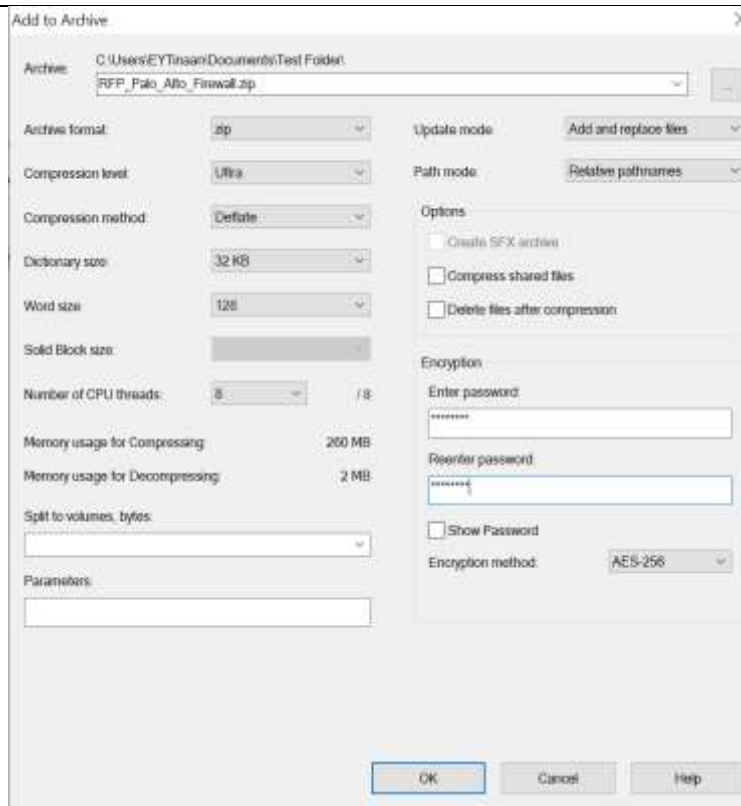
6. Make sure to choose the following:

- a. Archive format - ZIP
- b. Encryption method - AES-256
- c. Compression level - ULTRA
- d. Leave other options to their default value

7. Input the password to the two password fields

8. Make sure that the Show Password is uncheck

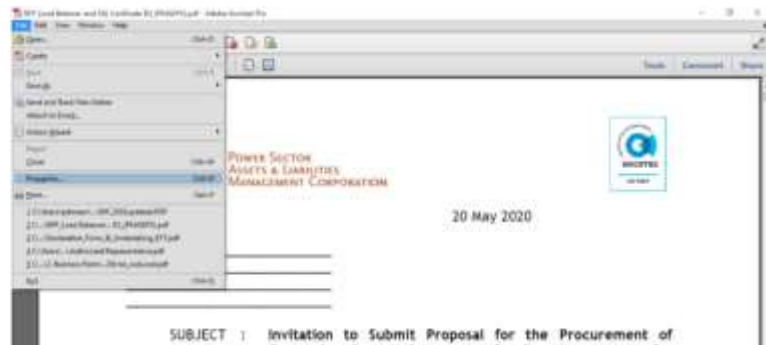
9. Click OK to continue



Procedures / Steps on how to protect a PDF file

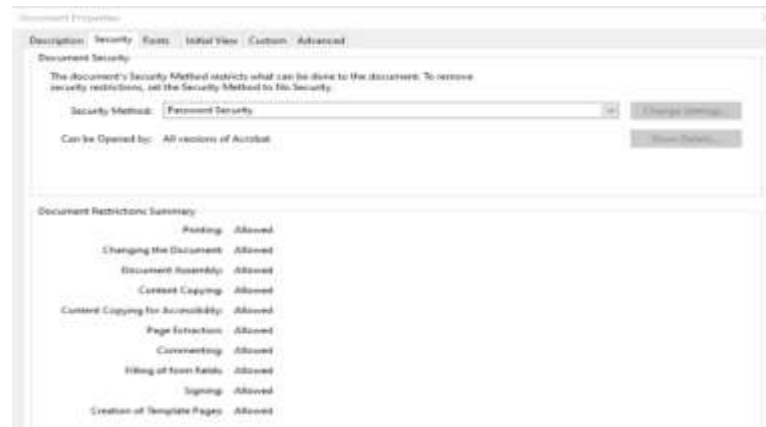
1. Before protecting or putting a password into a PDF file, the user must have an Adobe Acrobat paid version installed or any software that can protect a PDF file.
2. Open the PDF file that needs to be protected. Make sure to open the file to a software that can protect a PDF document. In this example, we used the Adobe Acrobat Pro (Paid Version).

3. Click File > Properties.

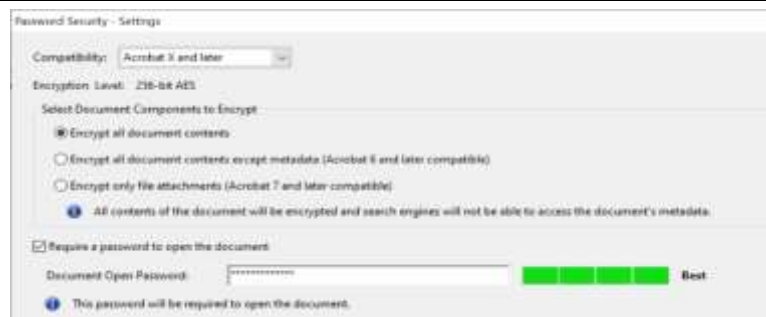


4. Select the Security Tab.

5. In Security Method field, select Password Security.



6. In Password Security settings, select the Acrobat X and Later for the Compatibility field.



7. Tick the checkbox of Require a password to open the document and input the desired password in the password field.
8. Leave all other options to their default values.

9. Confirm the password and click OK.

10. Save the changes made to the file.

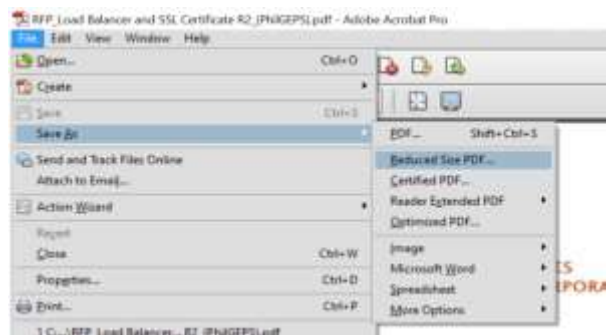


Procedures / Steps on how to reduce the size of the PDF file

1. Before reducing the capacity/size of the PDF file, the user must have an Adobe Acrobat paid version installed or any software that can reduce the size of the PDF file.

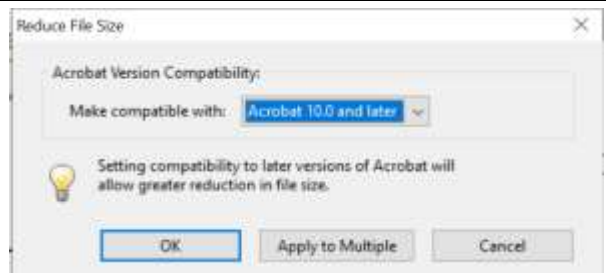
2. Open the PDF file that needs to reduce the capacity/size. Make sure to open the file to a software that can reduce a PDF document. In this example, we used the Adobe Acrobat Pro (Paid Version).

3. Click the File > Save As > Reduced Size PDF.



4. In Make compatible with option, select Acrobat 10.0 and later.

5. Click OK to continue.



6. The Save As window will occur. Select the folder/directory where you want to save the reduced file and enter the name of the file.

7. Compare the original file and the modified file by checking the property size.

8. If successful, the modified file capacity size should be smaller than the original.



Opening of Bids

1. The BAC shall open the bids immediately after the deadline for submission and receipt of bids, and on the bid opening date.
2. During the bid opening, the BAC will make use of appropriate teleconferencing software wherein all bidders are invited to participate including the observers.
3. Before the decryption of electronic bids, the Bidder shall confirm that what the BAC received and what the BAC is about to open is the same file that the Bidder uploaded.
4. The passwords for accessing the files will be disclosed by the Bidder only during the actual bid opening through videoconferencing, webcasting or similar technology. If the password fails to open the file, the Bidder should be given only three tries until the BAC could declare it to be disqualified.
5. The BAC shall open the first PDF file of the Bidder who submitted bids electronically to determine each Bidder's compliance with the documents required to be submitted for eligibility, that is, legal, technical and financial eligibility documents; and for the technical requirements. For this purpose, the BAC shall check the submitted documents of each Bidder against a checklist of required documents to ascertain if they are all present, using a non-discretionary "pass/fail" criterion. If a Bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the Bidder "passed" in relation to the eligibility and technical documents in the first PDF file.
6. Immediately after determining compliance with the requirements in the first PDF file, the BAC shall open the electronically submitted second PDF file of each eligible Bidder whose first PDF file was rated "passed." The second PDF file of each complying Bidder shall be opened within the same day.
7. The BAC shall thereafter proceed to decrypt the electronic Second PDF file of each On-line Bidders whose electronic first PDF file was rated "passed" to determine each Bidder's compliance with the required financial documents.
8. In case one or more of the requirements in the second PDF file of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC, the BAC shall rate the bid concerned as "failed".
9. Only bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation and comparison.

The BAC shall then:

- a. Record all the financial bids but should not be visible to all participants.
- b. After all the financial bids were recorded, the BAC finally shows the financial bids of all bidders and declare who among the bidder is the lowest bidder.

