



National Power Corporation

REQUEST FOR QUOTATION (SMALL VALUE PROCUREMENT - 53.9)

13 May 2025

Sir/Madam:

Please provide us with your best quotation for the items as specified in the Terms of Reference (TOR) for PR No. **HO-PAW25-001/ Ref. No. SVP250523-NA00201** and submit the same in a sealed envelope to be dropped in the designated drop box at the Bids and Contracts Services Division (BCSD), Ground Floor Diliman, Quezon City on or before **09:30 A.M. of 23 May 2025**.

The following documents must be submitted together with the quotation:

For Platinum Members: Valid and updated Certificate of PhilGEPS Registration (This should include the attached Annex "A" – List of Eligibility Documents. In case the Mayor's/Business Permit in Annex "A" is expired, a valid/updated Mayor's Permit must also be submitted.

For Red Members:

1. PhilGEPS Registration Number
2. Valid Mayor's/Business Permit
3. **Other documents to be submitted: [refer to the Terms of Reference and detailed technical specifications]**

Additional Documentary Requirements, if applicable:

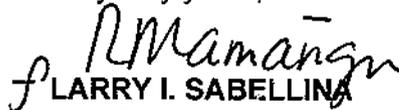
- Omnibus Sworn Statement (use attached Form) (For Total ABC of Above PhP 50,000);
- Latest Income Tax Return / Business Tax Return (For Total ABC of Above PhP 500,000);
- Professional License/Curriculum Vitae (for Consulting Services only);
- PCAB License (for INFRA Projects only)

The Warranty Period shall be: **for the items to be supplied is three (3) months**

In case of a failed bidding, a re-bidding may be conducted without prior notice to any previous bidder(s).

For further inquiries, please contact the BAC Secretariat, **Ms. Nathalie Claire R. Abarquez** at telephone no. 8921-3541/ local no. 5244 / Fax No. 8922-1622 with e-mail address at bcsd@napocor.gov.ph and ncrabarquez@napocor.gov.ph.

Very truly yours,


LARRY I. SABELLINA

Vice President, Mindanao Generation Group and
Chairman, Bids and Awards Committee



BAGONG PILIPINAS

AFG-LOG- 004.F02

Rev. No. 1

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NATIONAL POWER CORPORATION

Gabriel Y. Itchon Building
Senator Miriam P. Defensor-Santiago Avenue (formerly BIR Road)
corner Quezon Avenue, Diliman, Quezon City 1100, Philippines
Tel. Nos. (632) 8921-3541 to 80 • Fax No. (632) 8921-2468
Website: www.napocor.gov.ph





NATIONAL POWER CORPORATION
Diliman, Quezon City

TERMS OF REFERENCE
TWO (2) YEARS SUPPLY OF JANITORIAL SERVICES
FOR MAINTENANCE OF BUILDING, NURSERY AND
PREMISES FOR PULANGI WATERSHED AREA TEAM

PR NO. HO-PAW25-001

ALTERNATIVE MODE OF PROCUREMENT
(NEGOTIATED PROCUREMENT – SMALL VALUE PROCUREMENT)

1. Scope of Bid

Supply and delivery of **TWO (2) YEARS SUPPLY OF JANITORIAL SERVICES FOR MAINTENANCE OF BUILDING, NURSERY AND PREMISES FOR PULANGI WATERSHED AREA TEAM** (fully and faithfully furnish all labor, tool and equipment, supplies and materials for the provision of man power requirement) with Purchase Requisition No. **HO-PAW-25-001**.

The Procurement Project (referred to herein as "Project") is composed of one (1) lot. This will be awarded to one (1) winning Bidder in one complete contract, the details of which are described in attached Technical Specifications.

2. Approved Budget for Contract

2.1. The GOP through the source of funding as indicated below for CY 2025/2026/2027 in the amount of **P 938,400.00**.

3. Source of Funds

Approved Corporate Operating Budget of NPC.

4. Documents to be submitted together with the bid proposal during the bidding:

Legal and Technical Envelope which shall contain the following:

- a) Valid Mayor's Permit
- b) Certificate of PhilGEPS Registration / PhilGEPS Registration No.
- c) Registration Certificate from SEC
- d) Tax Registration, Income/Business Tax Returns and Tax Clearance
- e) Omnibus Sworn Statement
- f) Affidavit of compliance with the minimum Wage Law
- g) Forms 1, 2 and 3
- h) Other documents as may be required

5. Bid Submission

The Bidder shall submit their bids through their authorized representative at the BAC Secretariat or by fax/ email ncrabarquez@napocor.gov.ph not later than 9:30 A.M. of 23 May 2025.

6. Late Bids

Any Bid submitted after the deadline for submission and receipt of Bids shall not be accepted by NPC.

7. Bid Prices

The bid price as indicated in the Bid Proposal form shall be fixed during the Bidder's performance of the Contract and not subject to variation or price escalation on any account. A Bid submitted with an adjustable price quotation shall be treated as non-responsive.

8. Bid Price Validity

Price Validity shall be not less than One Hundred Twenty (120) calendar days from date of bid submission.

9. Eligibility Criteria

- a. Bids shall be checked using the PASS / FAIL Criteria for Legal, Technical and Financial components.
- b. From the bids that were rated PASSED, the same shall be ranked and corrected for computational errors to identify the Lowest Calculated Quotation (LCQ).

10. Detailed Evaluation and Comparison of Bids

The LCQ shall be subjected to detailed evaluation against the Technical Specifications including arithmetical computations. Documents which are deemed not to comply with the requirements of the tender shall be considered non-complying.

11. Post qualification

Submitted documents of the LCQ shall be subjected to post qualification evaluation.

The bid that PASSED the post-qualification shall be declared as the Lowest Calculated and Responsive Quotation (LCRQ).

12. Notice to Supplier

- a. The supplier shall pick-up the Contract from NPC and sign the CONFORME portion within two (2) calendar days from receipt of the Notice of Award;
- b. Failure to secure the Contract by the supplier within the said period will mean cancellation of the same and imposition of penalties as prescribed by law.

13. Notice to Proceed

Notice to Proceed (NTP) shall be issued to supplier within three (3) days upon approval of the Contract.

14. Total Contract Price

The Total Contract Price shall be inclusive of all taxes and other related expenses/charges.

15. Terms of Payment

For and in consideration of the Work to be undertaken by CONTRACTOR, NPC shall pay CONTRACTOR in Philippine currency the estimated amount of **NINE HUNDRED THIRTY EIGHT THOUSAND FOUR HUNDRED PESOS ONLY (PHP938, 400.00)** for Two (2) Years for manpower services completely and satisfactorily rendered and materials/supplies and tools/equipment actually delivered and received by NPC, the breakdown of which is itemized and listed in the attached Forms 1, 2 and 3 which form an integral part hereof. Provided, CONTRACTOR shall submit to NPC properly signed daily records/time cards, duplicate or certified photocopies of the actually signed payrolls and pay slips showing the gross amount earned, deductions, employer's contribution and the net amounts paid to the employees, including the receipts of the delivered materials. Such shall be attached to the billings of CONTRACTOR.

16. Additional Provisions

16.1. It is expressly understood and agreed that for all legal intents and purposes, all employees of CONTRACTOR employed under this Contract shall not be considered as employees of NPC. Hence, 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.

16.2. The CONTRACTOR shall pay all salaries and wages to his personnel every 15th and 30th of each month as defined in General Provisions No. 4.4 of the bid tender documents. Payment shall be made at Corporation's premises where work is conducted or deposited directly to the ATM account of the personnel. NPC reserves the right to assign its representative/s to observe payment of salaries or wages due said personnel. For this purpose, CONTRACTOR shall issue payslip for each personnel showing earnings, deductions and employer's contribution. Such shall be attached to the billings of CONTRACTOR.

Finally, CONTRACTOR binds itself to pay its employees Legal Holiday Pay in accordance with Article 94 of the New Labor Code as amended and its implementing rules and regulations.

16.3 CONTRACTOR shall pay the 13th month pay (shall not be later than 16th of June and 16th of December) of his employees. The mandated 13th month pay need not be credited as part of regular wage of employees for purpose of determining overtime and

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premium pays, fringe benefits as well as contributions to the State Insurance Fund, Social Security, Phil. Health and private retirement plans. All other provision of the revised guidelines on the implementation of 13th Month pay law (November 16 1984) shall apply.

- 16.4 Delayed payment of CONTRACTOR's personnel compensation for three (3) consecutive pay periods or if the CONTRACTOR has incurred a cumulative number of fifteen (15) days in all instances of delayed payment of salaries shall be a ground for the cancellation and/or termination of the Contract. For information purposes, CONTRACTOR shall, every end of the month, submit to NPC reports and/or information befalling its employees assigned to premises of NPC in accordance with this Contract. In case NPC becomes liable after due process to any employee of CONTRACTOR under the provisions of Sec. 109 of the Labor Code, resulting from CONTRACTOR's failure to comply with said law, CONTRACTOR shall indemnify NPC for all payments made to said employee. The Performance Bond filed by CONTRACTOR shall also answer for this contingency, including attorney's fees and costs of suit, without prejudice to NPC seeking relief from other sources of funds of CONTRACTOR if and when necessary.
- 16.5 CONTRACTOR shall submit a certificate of Bank Deposit from any reputable commercial bank preferably the Land Bank of the Philippines (LBP) Branch nearest the place of NPC's Plant/Office being serviced in an amount equivalent to one (1) month basic salary of all its personnel assigned with NPC withdrawable only for payment of the salary of the said personnel upon the consent and clearance of NPC. Said deposit shall be used should CONTRACTOR's billing for the quincena be delayed to assure receipt by the CONTRACTOR's employees salary on time, and shall be immediately replenished upon collection from NPC. NPC reserves the right to inspect the bank deposit from time to time. The Certificate of Bank Deposit shall be attached to the 16th and 30th billing of the CONTRACTOR subject to verification of NPC 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 requirement shall be a ground for the termination of this Contract.
- 16.6 CONTRACTOR hereby agrees that absences of its personnel shall be replaced by a reliever. Otherwise, this will be a ground for the termination of the contract. Tardiness of its personnel shall be deducted from its monthly billings. Computation of short services shall be based on both labor and material cost.
- 16.7 CONTRACTOR shall deliver and deposit to NPC all the materials, supplies and equipment/tools required in Article II and listed in Annex "B" in accordance with the following schedules:
- 16.7.1 To be supplied Monthly
 - 16.7.2 1st working day of the month
To be supplied Quarterly All supplies for the quarter to be delivered every 5th working day of the 1st/2nd/3rd/4th quarter
 - 16.7.3 To be supplied Semi-Annually every 1st working day of the 1st and 7th month
 - 16.7.4 To be supplied Annually every 5th working day of January

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Consumable items shall be supplied monthly by the CONTRACTOR and shall be deposited with the Manager or the authorized representative in the installation being serviced.

- 16.8 In the event the CONTRACTOR fails to supply within five (5) working days as provided for in Article VI, No. 6 above, all the materials, supplies and equipment/tools as listed in the attached Technical Specifications (and in Form 3) hereof, NPC shall provide/procure the same and charge the cost thereof including freight, rental and incidental expenses if any and a surcharge of twenty five percent (25%) against the CONTRACTOR. Such amount shall be deducted from the monthly billings of the CONTRACTOR without prejudice to the imposition of liquidated damages pursuant to Article VI of this contract.
- 16.9 CONTRACTOR shall, together with its billings, submit to NPC a sworn statement certifying that it has paid the salaries, wages and/or benefits due to its employees under the law for the billing period, including Certificate of Inspection and Acceptance of materials delivered as well as proofs of BIR & SSS with forms R3 and R5; Pag-ibig and Philhealth premium remittances. Non-submission of any of the above requirements shall authorize NPC to hold payment until all requirements are complied with. Proof of BIR remittances should be attached to the next first quincena billing of CONTRACTOR. Proof of SSS, Pag-ibig and Philhealth premium remittances shall be attached to the second quincena billing of CONTRACTOR. NPC shall have access to records of payment of salaries and/or auditorial right to go over payrolls and remittances of SSS, Pag-ibig and Philhealth premiums and/or BIR remittances.
- 16.10 The CONTRACTOR shall pay any and all taxes imposable under this contract. The CONTRACTOR shall pay the taxes in full and on time and failure to do so shall entitle NPC to suspend payment for the contract. Within the duration of the Contract, NPC may require the CONTRACTOR regular submission of tax clearance from the Bureau of Internal Revenue as well as a copy of its Income and Business Tax payments made thereon. Failure to submit the tax clearances maybe required, NPC shall suspend payment for the Contract.
- 16.11 CONTRACTOR shall provide NPC total number of employees as stated in Annex "A" hereof, and any decrease or increase in the number of janitors without the written approval of the NPC shall be sufficient ground for the termination of this Contract. However, NPC reserves the right to increase the number of leadman and/ or janitors to serve the janitorial requirements of the different plants/ offices of the Corporation. In the same manner, NPC has the right to decrease the number of leadman and/ or janitors if there is a need to do so.
- 16.12 CONTRACTOR shall assign personnel that have passed the qualification requirements of NPC as called for in the Bid Documents and shall immediately replace any employee considered undesirable by NPC and/or CONTRACTOR, subject to the provisions of the New Labor Code as amended and its implementing rules and regulations.
- 16.13 CONTRACTOR shall require its leadman/janitors to wear prescribed uniforms and ID's inside the working area as well as personal safety gears when necessary. Uniforms, IDs and personnel safety gears shall be at the expense of the CONTRACTOR.

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Employees/supervisors not in complete working clothes/uniforms and safety gears where necessary shall not be allowed to work and/or enter the premises/installations.

- 16.14 If ownership, or possession, or operation of the power plant/project site is transferred to another entity as a result of privatization, NPC may avail, at its option, of any of the following rights:
- 16.14.1 Transfer or assign the rights under the Contract to the new owner/operator subject to written consent of the CONTRACTOR and the new owner/operator of the plant.
 - 16.14.2 Pre-terminate the Contract.
 - 16.14.3 Direct the CONTRACTOR to comply/perform its contractual obligation in an alternative project site.
 - 16.14.4 Under 9.1, the Contract shall cease to have force and effect if the consent of the CONTRACTOR and the new owner/operator of the plant cannot be secured.
 - 16.14.5 NPC's exercise of any of the foregoing rights shall be without prejudice to payment of claims incurred prior to the transfer of contractual obligation or termination of the Contract.
- 16.15 CONTRACTOR shall not sub-contract any or all of the WORK herein.
- 16.16 CONTRACTOR shall be liable for any violation of any of the provisions and/or terms of the "Contract Documents", NPC Rules, Regulations, Policies & Guidelines and other applicable statutory laws, shall be subjected to appropriate legal sanction as may be warranted under the circumstances, including but not limited to Contract termination. Submission of spurious documents, misrepresentation shall likewise be a ground to Contract termination.

17. Liability of the Supplier

If after signing and accepting the Contract, the supplier fails to deliver the goods, appropriate sanctions will be imposed as prescribed under Republic Act (RA) 9184 and its Revised Implementing Rules and Regulations (IRR).

18. Reservation Clause

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

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SUPPLIER'S BID QUOTATION
[SMALL VALUE PROCUREMENT – 53.9]

To: The BAC Chairman:

I have read and examined the Terms of Reference for Purchase Requisition (PR) No/s. **HO-PAW25-001**. I agree with the conditions of the TOR and offer the following supplies with specific description:

ITEM NO.	DESCRIPTION OF ITEM / S TO BE SUPPLIED (INCLUDE BRAND NAME)	QTY	UNIT PRICE (Php)	TOTAL PRICE (Php)
1	TWO (2) YEARS SUPPLY OF JANITORIAL SERVICES FOR MAINTENANCE OF BUILDING, NURSERY AND PREMISES FOR PULANGI WATERSHED AREA TEAM	1 LOT		
TOTAL BID PRICE				

Name and Signature of Authorized Representative

Date _____

Company Name _____

Contact Details _____

E-mail address _____

Note: The bidder may use this form or its own company letterhead following this format duly signed by the authorized representative when making the offer.

**SCHEDULE OF REQUIREMENTS
(BID PRICE SCHEDULE)**

**TWO (2) YEARS SUPPLY OF JANITORIAL SERVICES FOR
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FORM 3 - Detailed Cost Estimates of Materials, Supplies and Equipment to be supplied

MATERIALS AND SUPPLIES JANITORIAL

A To be supplied Monthly. (To be delivered on the 1st working day of the month)						
	PARTICULARS	BRAND	UNIT	QTY.	UNIT COST	TOTAL COST
1	Bowl urinal cleaner, 900 ml		bottle	1		
2	Deodorizer/disinfectant, Toilet bowl, 50g, 1 pack 4 pcs		pack	1		
3	Spray, Insect, 500 ml. net content, aerosol		can	1		
4	Dishwashing Liquid, 550ml		bottle	1		
5	Soap, powder		Kilo	1		
6	Scrubbing Pad, regular size		piece	3		
7	Tissue, Bathroom, 2ply		roll	30		
8	Cleaner, Glass with sprayer, 250ml		bottle	1		
9	Cleanser, powder, 500g net content		piece	1		
10	Gloves cotton with dotted rubberized large		pair	1		
11	Detergent, bar, 4 slices/bar		bar	2		
12	Deodorizer, air, for toilets, 100g		piece	2		
13	Soap, hand, liquid, with dispenser		bottle	2		

Total Monthly (Box A): _____

B To be supplied Quarterly (every 3 months) (To be delivered on or before the 5th day of the starting month of the quarter.)						
	PARTICULARS	BRAND	UNIT	QTY.	UNIT COST	TOTAL COST
1	Mop, handle (HD, 5ft. Long, wooden handle)		piece	1		
2	Broomstick (walis tingting)		piece	2		
3	Broom, soft (tambo) standard size, walis tibay		piece	2		
4	Brush, nylon, 6" head with plastic handle		piece	2		
5	Dust Pan, Plastic, 1 ft. wide head w/ 2 ft. wooden handle		piece	1		
6	Pail, Heave duty, plastic, 10 liter capacity		meter	1		

Total Quarterly (Box B): _____

Equivalent Total Monthly of Box B (Total Amount ÷ 3): _____

**TOTAL MONTHLY COST OF MATERIALS & SUPPLIES JANITORIAL
(I.A + I.B) :** _____

Name of Bidder

Authorized Representative
(Sign over printed name)

Designation

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TECHNICAL SPECIFICATIONS

A. GENERAL PROVISIONS

1. General Terms and Conditions

- 1.1 The Contractor shall supply the manpower for janitorial, grounds keeping services and necessary equipment, supplies, materials and working paraphernalia specified in this Contract for the maintenance, upkeep and sanitation of Pulangi Watershed Area Team Building, Nursery and Premises including auxiliary building, grounds and appurtenant facilities.
- 1.2 Payment for manpower-related expenditures must comply with existing laws and wage orders. All attendant cost elements affected by such new order/decrees/instruction on minimum wage and statutory deductions shall also be adjusted accordingly.
- 1.3 The concerned Functional Group Head of the end-user shall exercise the management and supervision of its contract including the Contractor's supply of materials/equipment and other requirements. The Vice President for Administration and Finance, as Contract Administrator, shall perform the contractor's performance audit, review and validation/confirmation of deployed manpower/personnel.
- 1.4 The Contractor and NPC shall abide with R.A. 10911 and its IRR (DOLE's Department Order No. 170 Series of 2017) otherwise known as "Anti-Age Discrimination in Employment Act".
- 1.5 The Contractor must be registered with DOLE.

2. Qualification of Personnel for Deployment

- 2.1. The Contractor shall only provide personnel who are fit to perform the required work in the contract, whose qualifications are as follows:
 - 2.1.1. Must be physically and mentally fit to perform the job as shown in a Medical Certificate duly attested by authorized government or private Physician. When necessary, the janitors may be required to undergo medical examination for the duration of the contract.
 - 2.1.2. Supervisor should have completed secondary/senior high education. The supervisor should never be substituted by any personnel without the approval of an authorized NPC representative.
 - 2.1.3. The Contractor shall recommend qualified candidates of good moral character, competent and who have already passed the preliminary screening and evaluation by the Contractor. Final selection of candidates shall be approved by the Contract Administrator.

TECHNICAL SPECIFICATIONS

2.2. For personnel to be deployed, the following documents shall be submitted:

- 2.2.1. Bio-data, school diploma or transcript of records
- 2.2.2. Medical certificate (including COVID-19 test/vaccination card)
- 2.2.3. Drug test certificate
- 2.2.4. NBI clearances

Any misrepresentation by the Contractor with respect to such clearances, certifications and qualifications shall be sufficient ground for the cancellation/termination of the Contract unless such misrepresentation arises out of the misrepresentation of the Contractor's employee. The misrepresentation by the Contractor's employee which give rise to a misrepresentation by the Contractor has been discovered by the Contractor even after exercising the due diligence expected of a responsible employer.

- 2.3. Personnel to be deployed shall be directly hired by the Contractor and shall remain as its employees. No employer-employee relationship shall exist between the Corporation and the Contractor's employees.
- 2.4. NPC reserves the right to reject Contractor's personnel if such personnel do not meet the qualification required or if the Contractor fails to submit the necessary clearances and documents for such personnel.
- 2.5. Hiring of Janitors related to the up to third (3rd) degree of affinity or consanguinity to NPC Supervisor shall not be allowed. Any violation of this provision shall be a ground for termination of the concerned janitor.

3. Assignment of Contractor's Personnel

- 3.1 The Contractor shall provide NPC with the names and the total number of employees.
- 3.2 The Contractor's personnel assigned to NPC shall:
 - 3.2.1 Have their specific work assignments but may be reassigned where they are needed subject to approval by the Contract Administrator.
 - 3.2.2. Not be allowed to do personal or unofficial errands or undertake activities outside their regular duties and scope of work/assignment.
 - 3.2.3 Utilize the biometric system provided by the Contractor to record daily attendance.
 - 3.2.4 Be in proper uniform and wear ID at all times while inside NPC premises.
 - 3.2.5 Be prohibited to bring personal appliances (e.g. cooking appliances, bread toasters, etc.).
 - 3.2.6 Be prohibited from doing personal business within NPC such as buying and selling, networking, trading, re-discounting of cash gifts, cash cards and credit cards and similar transactions.

- 3.2.7 Be prohibited from holding residence in any NPC offices and housing units/barracks, unless authorized by competent corporate authority.

4. Responsibilities of the Contractor

- 4.1 The Contractor shall designate its own personnel to oversee the work assignment and administrative documentation to ensure compliance with the provision of the contract.

4.2 Replacement of Personnel

- 4.2.1 The Contractor shall immediately replace its employee assigned to NPC with unsatisfactory performance and who has been found to have violated any of the provisions in the NPC Code of Conduct and Discipline, a copy of which shall be provided the Contractor upon award of the contract. Replacement shall be made immediately upon determination of such violation subject to the rejection provisions of this contract.

- 4.2.2 Ensure that in case(s) of resignation of its employee and in order not to disrupt service, the 30-day notice shall be observed. In cases of resignation, approved leave of absence of more than one (1) week, Contractor shall provide relievers acceptable to NPC until the return of employee who is on leave of absence or until such time that a suitable replacement shall have been selected.

- 4.2.3 The Contractor shall provide NPC qualified applicants within fifteen (15) calendar days upon receipt of the notice to replace personnel. After thirty (30) calendar days outsourcing effort, the Contractor still fails to deploy a qualified applicant, the Contractor shall pay a penalty equivalent to one (1) day salary for every working day delay on the replacement of such personnel.

4.3 On the Conduct of Employees

- 4.3.1 Contractor to discipline its personnel who commit acts prejudicial to the interest or image of the Corporation, during or after regular working hours.

4.4 On wages

- 4.4.1 To pay its employees the prescribed wages pursuant to the latest Regional Wage Orders and applicable laws.

- 4.4.2 The Supervisor for janitorial services shall be paid at least P 50.00/day higher than the basic wage of the Janitors.

- 4.4.3 Schedule/Manner of payment of wages as follows:

- from 1st to 15th of the month – on or before the 20th day of same month
- from 16th to end of the month – on or before the 5th day of the succeeding month

- within NPC's premises where work is conducted, through ATM where there are available facilities

- 4.4.4 Payroll shall be presented/submitted to the Cost Center Head or its designated personnel for reference and verification. Employees absences, lates, undertime and mandatory statutory contributions/loans from SSS, Philhealth, ECC and Pag-ibig are the only deductions allowed to be deducted from the employees' wages. No other deductions shall be made by the Contractor unless proven authorized and with legal basis.
- 4.4.5 Pay the 13th Month salary of employees not later than December 24 of each year. Contractor may pay one-half (1/2) of the 13th month pay before the opening of the school year and the other half on or before the 24th of December every year.
- 4.4.6 Corporation reserves the right to review the payroll and assign representative/s to observe payment.

4.5 On benefits

The Contractor shall :

- 4.5.1 Provide personnel, including relievers at least two (2) sets of uniform per year at no cost to NPC and the Contractor's employees.
- 4.5.2 Provide Service Incentive Leave (SIL) of five (5) days with pay as mandated by law. The SIL may be used for sick and vacation leave purposes. The unused SIL may be converted to cash at the end of the year.
- 4.5.3 Pay maternity and paternity benefits in accordance with RA1161 as amended by RA 8282 and RA 8187.
- 4.5.4 Be solely responsible for the payment of all indemnities to its employees arising from work-related accidents or violations.
- 4.5.5 Observe other applicable provisions of the Labor Code not stated herein in relation to employee benefits.

4.6 On documentary requirements

The Contractor shall:

- 4.6.1 Furnish NPC within one (1) month upon commencement of the contract Identification Numbers for SSS, ECC, Pag-ibig, BIR, and Philhealth of all employees and list of proof of enrollment.
- 4.6.2 Submit to the Cost Center Head or highest official within the facility the Daily Time Cards or Biometric Time and Attendance after the 15th and the end of each month for approval.

4.7 On materials and supplies

The Contractor shall:

- 4.7.1 Provide the equipment, tools, materials and supplies for the exclusive use of NPC as stated in Section VII– **Schedule of Requirements**; delivery of these items not in compliance with these provisions and specifications for three (3) occasions shall be sufficient ground for termination of this Contract.
- 4.7.2 Replace rejected goods or equipment that do not meet specifications as a result of test or inspection conducted by NPC. For this purpose, NPC shall

notify Contractor of the non-conformance. Cost of replacement shall be solely to the account of the Contractor.

4.7.3 After two (2) written notices from NPC and without action on the part of the Contractor, NPC shall impose a surcharge equivalent to 25% of the Contractor's cost of undelivered materials (supplies, tool, paraphernalia, safety gears, etc).

4.7.4 Replace materials, supplies and equipment upon request of NPC;

4.8 On safety and other regulations

The Contractor shall:

4.8.1 Observe and comply with NPC's safety, security, health and wellness, energy conservation (ENERCON) practices.

4.8.2 Provide Janitors with necessary safety gears and protective/sanitation gadgets (i.e. gloves, hair nets, harness, etc.)

4.8.3 Provide janitors with necessary personal protective equipment (PPE) for COVID-19 such as face mask, etc.

4.8.4 Contractor shall provide Rapid Antigen Test for COVID-19 to janitors who have manifested COVID-19 signs/symptoms or as needed including confirmatory testing. Expenses to be incurred shall be charged to the Contractor's account.

4.8.5 Provide prominent warning signs and barriers in appropriate work areas to prevent accidents and injuries to personnel and/or damage to NPC properties.

4.8.6 Repair/Replace and/or pay within two (2) weeks damages suffered by NPC caused by neglect on the part of the Contractor. If the Contractor fails to replace the damaged property or pay within the prescribed period, NPC shall deduct the equivalent value or cost from the Contractor's monetary claims.

4.8.7 Submit monthly accident and incident reports to NPC.

4.8.8 Indemnify janitors for injuries or accidents acquired during contract implementation. It is understood that the Contractor shall fully assume the cost incurred from these injuries or accidents by its personnel.

5. NPC Responsibilities

5.1 On wages

NPC shall:

5.1.1 Pay the Contractor based on the computation as stated in this contract including wage adjustment.

5.1.2 Process and pay Disbursement Vouchers within thirty (30) days upon receipt of complete supporting documents;

5.1.3 Promptly notify the Contractor to effect/implement mandated wage adjustment(s); and

5.1.4 Monitor Contractor's compliance with provisions of this contract including implementation of wage adjustment(s).

6. Varying Services Requirement

6.1 On Manpower Requirements

- 6.1.1 NPC may increase or decrease the number of janitorial personnel, either on short-term project basis or on long-term duration subject to the provisions of Section 5.2.3, Annex A of Resolution No. 24–2007 of the Government Procurement Policy Board (GPPB) dated September 28, 2007. Further, any upward adjustment shall be supported by approved Work Order/Job Order/CFA pursuant to Circular 2007-24. Hiring shall commence after the approval of the Contract Administrator.
- 6.1.2 Relievers shall only be sourced from the approved pool/roster who have likewise met the minimum hiring requirements.

6.2 On Materials, Supplies and Equipment

- 6.2.1 NPC may adjust the quantity, type and classification of materials and supplies provided the new items shall be used for the activities within the scope of the contract. Changes shall be upon approval by the Contract Administrator.
- 6.2.2 When adjustment(s) result to price changes, the total amount of the items being changed shall be followed.
- 6.2.3 Offsetting through cash is not allowed.

7. Contractor's Performance

- 7.1 End-user shall rate the Contractor's performance every quarter using the Form – NPC-007.F01, Monitoring Sheet for Externally Provided Processes. A percentage lower than 85% for three (3) consecutive quarters shall be a ground for contract termination.
- 7.2 NPC will notify the concerned Contractor who fails and/or pass with comments for information and reference for improvement for the succeeding rating period.

8. Prices and Rates

- 8.1 Given scope of work in this Contract, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR-A. Likewise allowed is the contract cost adjustment due to regional wage increases approved and issued by the Regional Tripartite Wage Productivity Board.
- 8.2 Contract price adjustment as a result of new laws, ordinances, regulations shall be made on a no loss – no gain basis.
- 8.3 The Contractor shall refer to the computation hereunder specified for the basis of standardization of all labor cost composition including other obligations such as SSS, Philhealth, ECC and Pag-ibig.
- 8.4 For purposes of bidding, 13th month pay shall be computed on a monthly salary rate. Actual payment shall be subject to provisions of item 4.4.5.

- 8.5 Regular working days for Janitors shall be 6 days per week, 8 hours per day basis.
- 8.6 Regular (Legal) Holiday shall be paid whether they fall on Sundays or rest days. Every employee covered by the Holiday Pay is entitled to the minimum wage rate (daily wage + COLA). This means that the employee is entitled to at least 100% of his/her minimum wage rate even if he/she did not report for work, provided he/she is present or is on leave of absence with pay on the work day immediately preceding the holiday as specified in Chapter 3 of DOLE Handbook on Workers' Statutory Monetary Benefits 2024 edition.
- 8.7 The no work, no pay principle applies during special days and on such other special days as may be proclaimed by the President of the Philippines or by the Philippine House of Representatives as specified in Chapter 4 of DOLE Handbook on Workers' Statutory Monetary Benefits 2024 edition.
- 8.8 Absences, tardiness and under time shall be deducted from the labor cost of the Contractor's claim. Daily record of attendance (either bundy clock or biometric system) shall be approved by the Contractor's Supervisor. However, in the event there are changes or adjustments in working time that deviates from the normal schedule of the janitor, approval/signature of the NPC Supervisor shall be secured.

a) **Labor Cost Computation** :

Computation of labor cost shall follow Chapter 1E, no. 2 (daily paid) of DOLE Handbook on Workers' Statutory Monetary Benefits 2024.

For those who do not work and are not considered paid on Sundays or rest days:

Applicable Daily Rate (ADR) x 305

12 months

293.00 days	=	ordinary working days / year
<u>12.00 days</u>	=	12 Regular (Legal) Holidays
305.0 days	=	Total equivalent number of days per year

Monthly Breakdown of Labor (in Peso Value)

- a. Basic Salary (R.A. 6727) = $\frac{\text{Daily Rate} \times 305}{12}$
- b. ECOLA, if applicable = $\frac{\text{ECOLA} \times 305}{12}$
- c. Incentive Leave (5 days) = $(\text{Daily Rate} \times 5) / 12$
- d. Employer's Contribution = SSS, Philhealth, Pag-ibig, ECC from the Table of Contribution Payment Schedules based on Basic Salary Bracket with COLA, if applicable
- e. 13th Month pay = Total Basic Salary earned during the year/12

b) Extra Services/ Overtime/ Extra Work Hours

- a. Excess work hours may be allowed for unprogrammed, intervening, intermittent, critical, urgent/emergency activities which are part of regular, scheduled scope of work as specified in this Contract. There must be a letter from NPC to authorize such excess services.
- b. Excess Work Hours (EWH) may be compensated thru Compensating Time-Off (CTO) or Compensating Day-Off (CDO) subject to approval by the Contractor's Supervisor and NPC Manager. The CTO/CDO shall be used within the year these are earned until the immediately succeeding year. Thereafter, any unutilized CTO/CDO is deemed forfeited.
- c. Monetary payment of EWH rendered during emergency, critical and urgent activities shall be subject to approval of VP-Administration and Finance but not to exceed 10% of the employee's annual basic salary.

9. Billings and Payments

- 9.1 Payment of wages by the Contractor shall be on a semi-monthly basis.
- 9.2 Cost of undelivered labor, equipment, tools, materials, supplies, etc. shall be deducted on Contractors claim.
- 9.3 NPC shall impose a surcharge equivalent to 25% of the Contractor's cost of undelivered materials and equipment.
- 9.4 Billings/Claims shall be in accordance with the provisions of the Contract. Documents to be attached by the Contractor to the billing statement are as follows:
 - i. Cost Center Computation Sheet
 - ii. Service Invoice and Statement of Account
 - iii. Affidavit of Payment of Salaries/Wages and/or other benefits
 - iv. Bank Deposit Certificate (updated as of month of claim; one (1) month total salary retention)
 - v. Certificate of Receipt of Performance Bond by Trade Services and Insurance Division (attached on initial billing/start of or extension of Contract, if any)
 - vi. SSS/Philhealth/HDMF Remittance (current or prior month) (attached every 2nd quincena)
 - vii. Proof of Payment of Special Incentive Leave and Thirteenth (13th) month pay
 - viii. Stock Issue Slip or Certificate of Material/ Equipment Inspection & Acceptance (duly noted by NPC Manager)
 - ix. Signed Payroll (duly noted by NPC Manager)
 - x. Daily Time Record (duly noted by NPC Manager or representative)
 - xi. Roster of Officially Hired Manpower (initial billing)
 - xii. Certificate of Issuance of I.D and Complete Uniform – (signed and received by Contractor personnel)
 - xiii. Copy of Contract and Bid Documents (attached on initial billing/start of Contract)
 - xiv. Contract Cost Adjustment (if any)
 - xv. Contract Amendments - if any (i.e. Conforme Letter/s)
 - xvi. Contractors Assessment Rating {attached every last month of the quarter}

- 9.5 Statutory obligations (i.e., SSS, HDMF, Philhealth and ECC remittances) shall be referenced from the updated/latest issuances from the government agencies and shall be paid directly to the NCR or regional government offices before any prescribed payment dues/obligations.
- 9.6 NPC shall have the right to:
1. Withhold payment of billings for Contractor's failure to submit required supporting documents;
 2. Deduct the amount of unpaid wages and directly pay Contractor's employees in case of default on the payment of wages by the Contractor and charge the Contractor the corresponding Administration Fee of minimum of P1,000 per payment transaction; and
 3. Deduct unpaid statutory obligations including penalties from the Contractor and remit the same to concerned government agency.
- 9.7 Schedule of submission of billings of Contractor:
- 1 to 15th of the month - last day of the same month
16th to 30th of the month - 15th of the succeeding month
- 9.8 NPC shall not be liable for any delay in its obligation to pay Contractor when the reason is due to the latter's failure to comply with the billing schedule or when this is due to Contractor's incomplete submission of documents.
- 9.9 Contractor shall maintain a bank balance deposit equivalent to one (1) month basic salary of all its personnel assigned in NPC. Such deposit could only be withdrawn to pay salaries of its personnel upon written consent/clearance from NPC. Such withdrawal should be replenished immediately upon collection of money from NPC.

10. Criteria for Award of Contract

- a) NPC shall award the contract on a lot basis, to the Bidder whose Bid has been determined to be the Lowest Calculated and Responsive Bid, at its submitted bid price or calculated bid, whichever is lower. The Bidder's offer must be within the ABC. Bid offers that exceed the ABC, or with incomplete price schedule, shall be rejected.
- b) The Contractor shall not assign the proceeds thereof to any other party or parties. In case of such transfer, the Corporation may refuse to carry out the Contract either with the transfer or transferee and all rights of action for any breach of this Contract by the Contractor shall be reserved to and remain with the Corporation.
- c) There shall be no limit in the number of contracts to be awarded, provided all the contracts for award, including the remaining duration of existing contracts must be at least equal to the Contractor's NFCC covering the entire amount of the contracts put together. Credit line certificate must be separate per schedule.

11. Contract Duration

- a.) This Contract shall be for two (2) years, reckoned from the effectivity of the Contract specified in the Notice to Proceed.
- b.) If the NPC Contract is pre-terminated due to circumstances specified in **Section A.12.1**, NPC may request a new contractor to take-over the Contract, which has been rescinded or terminated, provided that the new contractor must have an existing contract with NPC for similar or related service, has the capacity to take-over the Contract and render the service, and have the same price or lower unit prices as in the original contract less mobilization costs. The total cost of the contract to be taken-over, including the fees for the Contractor, shall not exceed the remaining amount of the contract to be taken-over.
- c.) Before expiration, NPC may extend the Contract if required by the exigencies of the service. Extensions shall be on a month – to – month basis provided that the total aggregate period shall not exceed one (1) year, thru a Conforme Letter to be issued by the NPC President, or his/ her duly authorized representative upon recommendation of the Bids and Awards Committee which must be signed by the contractor. Relevant Laws and GPPB guidelines shall apply to the extension of the Contract.
- d.) Effectivity of contract shall start not earlier than **01 July 2025**.

12. Grounds for Contract Termination

- 12.1 Any misinterpretation by the Contractor with respect to the foregoing requirements or failure to comply with the above requirements shall be sufficient ground for the termination/cancellation of the contract.
- 12.2 When Contractor's personnel/workers have caused irreparable damage to NPC properties or injury to life and limb due to negligence in the performance or willful non-performance of one's duties and responsibilities.
- 12.3 When the Contractor violates hiring requirements with respect to nepotism, submission of clearances, certifications and qualifications, including refusal to make immediate replacement of personnel despite written request from NPC.
- 12.4 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.
- 12.5 When the Contractor fails to submit proof of payment/remittances covering statutory deductions such as SSS, Pag-ibig, Philhealth, BIR, Thirteenth (13th) Month Pay, Special Incentive Leave, Tax Refund of its employees.
- 12.6 When the Contractor fails to open and maintain a bank account with a balance equivalent to one (1) month salary of all personnel deployed with the Corporation.
- 12.7 When the Contractor has violated any statute, rules and regulations, mandatory requirements and proviso fails to meet its obligations(s) under this Contract and

has refused to comply with and/or remedy/ cure the violation within reasonable period and conditions given by NPC.

12.8 When the Contractor's performance is UNSATISFACTORY for three (3) consecutive rating periods.

12.9 NPC may immediately terminate this Contract without the need of notice under the following circumstances:

- a. If the Contractor assigns this entire Contract or portion thereof to other entity/entities (i.e. subcontracting).
- b. If Contractor's employees use or disclose to any unauthorized person, firm or entity any confidential information concerning the business of NPC which may have been acquired/known by/to them, as provided for in Contract's "Warranty Clause".

13. Documents to be Submitted with the Bid

List of Materials and Supplies to be provided by the contractor are specified under Section VII- Schedule of Requirements, (Bid Price Schedule Form 3). This shall be submitted and included in the bid with corresponding unit and total prices per item.

The list of tools/equipment and other incidentals necessary for the proper implementation of the contract, which are owned or leased by the contractor, are specified below. This shall be submitted and included with the bid

All tools/equipment shall be available upon contract effectivity and in good working conditions. Immediate replacement is required in case of malfunction, damage or under repair. Unless otherwise stated, all equipment shall remain the property of the Contractor.

List of Tools/Equipment:

Pulangi Watershed Area Team Building, Nursery and Premises

	PARTICULARS	UNIT	QTY.
	<i>To be supplied monthly:(to be delivered on the 1st working day of the month</i>		
1.	Bowl urinal cleaner, 900 ml	bottle	1
2.	Deodorizer/disinfectant, Toilet bowl, 50g, 1 pack 4 pcs	pack	1
3.	Spray, Insect, 500 ml. net content, aerosol	can	1
4.	Dishwashing Liquid, 550ml	bottle	1
5.	Soap, powder	Kilo	1
6.	Scrubbing Pad, regular size	piece	3

7.	Tissue, Bathroom, 2ply	roll	30
8.	Cleaner, Glass with sprayer, 250ml	bottle	1
9.	Cleanser, powder, 500g net content	piece	1
10.	Gloves cotton with dotted rubberized large	pair	1
11.	Detergent, bar, 4 slices/bar	bar	2
12.	Deodorizer, air, for toilets, 100g	piece	2
13	Soap, hand, liquid, with dispenser	bottle	2
	<i>To be supplied Quarterly (every 3 mos.)</i>		
1.	Mop, handle (HD, 5ft. Long, wooden handle)	piece	1
2.	Broomstick (walis tingting)	piece	2
3.	Broom, soft (tambo) standard size, walis tibay	piece	2
4.	Brush, nylon, 6" head with plastic handle	piece	2
5.	Dust Pan, Plastic, 1 ft. wide head w/ 2 ft. wooden handle	piece	1
6.	Pail, Heave duty, plastic, 10 liter capacity	meter	1

B. CONTRACTOR'S RESPONSIBILITIES AND SCOPE OF WORKS:

1. For building maintenance, the scope of work shall be as follows:

Daily Routine Activities

- a. Sweep, mop, wax, polish and dust floors including basements, stairways, corridors, lobbies, entrance driveways, and walkways continuously during hours of public use to guarantee cleanliness throughout the day.
- b. Clean, dust and sanitize tables, chairs cabinet tops, and other office furniture and equipment;
- c. Clean, deodorize and disinfect comfort rooms, pantries and washrooms;
- d. Thoroughly clean and sanitize all glass panels, glass doors, glass windows and glass walls by means of the prescribed glass cleaner;
- e. Clean and remove all dirt on vertical and overhead/baseline surfaces, alcoves both underneath and behind;
- f. Clean, dust and sanitize all railings counters and doorknobs;
- g. Emptying and cleaning of ashtrays, sand urns, waste cans/baskets and proper disposal of garbage;
- h. Clean and disinfect waste cans and baskets including the proper disposal of waste, and plastic lining container;

TECHNICAL SPECIFICATIONS

- i. Keep all corridors/hallways, lobbies, entrances and stairways free from obstructions;
- j. Turn-off lights when not in use; report unlighted areas where illumination is necessary;
- k. Report unsafe electrical wiring connections/appliances and defective electrical/plumbing fixtures and wastage;
- l. Check and close all windows and doors before leaving the office/building at 5:00 P.M.
- m. Report necessary repair works in their work areas to NPC authorized representative/s immediately;
- n. Water, trim and cultivate all ornamental plants, both inside and outside the building; and
- o. Perform other duties as may be required/assigned from time to time with respect to janitorial, sanitation and utility works.

Weekly Activities

- a. Clean, sweep, wash with soap and water and apply the approved wax on all floors; strip old wax on floors, if necessary;
- b. Refinishing, waxing, polishing of all floors;
- c. Wash and scrub walkways, stairways, podia and pavements;
- d. Clean, wash both surfaces/sides of the exterior and interior glass walls, lighting diffusers (by schedule), vertical walls, ceilings and doors, furniture and fixtures in all function rooms;
- e. Clean and disinfect comfort rooms;
- f. Polish all railings, counters and door knobs, metal signs, reception table and stair nosing;
- g. Dust all bulletin boards, wall hangings, fire extinguisher, blinds and vertical draperies;
- h. Clean and remove cobwebs, dirt and debris from roof decks, canopies, roof tops, floors and rooms;
- i. Vacuum all chairs at the function rooms, wash/clean stains/dirts; and
- j. Polish shine all metal surfaces (railings, nosing, handles, logo, markers, etc.).

Monthly Activities

- a. Washing with soap and water all leatherette upholstered and plastic furniture (by schedule), spray/wipe with fabric/surface protector;
- b. Strip old wax on floors, wash, scrub and re-polish; and
- c. Thoroughly wash and scrub floors by means of approved cleaner;
- d. Washing and cleaning of lighting diffusers (by schedule)

Quarterly Activities

TECHNICAL SPECIFICATIONS

- a. Shampoo using the approved brand all carpet and fabric upholstered furniture (by schedule).
- b. Clean roof surfaces, wash with soap/non-toxic cleaners acrylic/polycarbonate roof.

2. For Grounds and Landscaping Maintenance

- a. Maintenance service shall be done on a daily basis from Monday to Saturday and upon discretion of NPC authorized representative during Sundays and holidays.
- b. All bush cutters and lawn mowers are required to be utilized in the grass cutting especially during rainy season. Supply of gasoline and lubricants by the Corporation shall be dependent on the operation of the cutters and lawn mowers.
- c. Mowing and trimming of the grass shall be done at a minimum of once a month during dry season and twice a month during rainy season, or as the need arises upon discretion of NPC authorized representative
- d. Grass cutting shall be carried out to the desired grass height of one (1) inch maximum and maintained to the desired grass height of three (3) inches maximum at all times.
- e. Weeding/uprooting of wild grass
- f. Flattening of the grass by the use of a roller to prevent erosion of the soil during rainy season.
- g. Leveling of the natural ground by cut and fill method.
- h. Application of additional top soil to low level areas.
- i. Spraying of any weed killing chemicals substances subject to the approval of NPC.
- j. Application of appropriate and non-toxic liquid fertilizer in all applicable areas in order to ensure that the Bermuda Grass maintains its physical condition throughout the effectivity of the Contract.
- k. Clearing/sweeping the working areas of cut grasses and other debris and dumping at the designated dumping areas.
- l. Clearing of wild grasses and dumping of waste at proper disposal areas.
- m. Clearing the areas of rocks, woods, papers, stones, gravel and other debris/litters.
- n. Watering, trimming and cultivating of all ornamental plants, grass and trees.
- o. Pruning of shrubs and trees to the desired shape and height

- p. Upkeep of all inside perimeter walls around the compound to include clearing of growing vines, shrubs and other vegetation and debris.
- q. Providing stakes to trees and plants in case of typhoons/storms for protection and stability.
- r. Cutting, trimming and clearing of bushes, shrubs, vines and other vegetation debris within four (4) meters outside of the concrete perimeter fence of the NPC Compounds.

Note: Under no circumstances shall burning of dried leaves, grasses, branches and trash be allowed inside NPC compound.

- s. De-clogging of canals and road drain inlets and outlets

3. Garbage/Trash Collection and Disposal

- a. Trash collection which done at least twice a day from Monday thru Saturday and/ or upon discretion of NPC authorized representative during Sundays and Holidays. Trash vehicle shall be made available at all times from 8:00 AM to 5:00PM.

Note:

1. Trash collection from lawn & garden maintenance shall be included in the trash collection and disposal.
 2. Trash shall be collected from all pick-up points and specified temporary trash collection areas.
 3. Trash vehicle back load shall be covered with suitable net to prevent collected trash to litter in the streets.
 4. All designated temporary-dumping areas must be cleared of cut grass, bushes, weeds and other debris at the end of day's work.
 5. Garbage/trash collection and disposal activities from all pick-up points must have completed on the first cycle by 11:00 AM of every working day. The second cycle must commence not earlier than 1:30 PM of every working day. Trash vehicle shall not be used for other purposes.
 6. Load/dispose debris/earth materials from canals and road drain to the trash vehicle.
- b. Cleaning/sweeping of approximately two (2) meter radius of each pick-up point surrounding the specified temporary dumping areas.
 - c. Cleaning of all trashcans (inside and outside) after trash collection by water washing.
 - d. Collection litters in the street and walkways shall be collected.

- e. Disposal/dumping area for garbage/trash collected shall be designated by SSED.

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical

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

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

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

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]