

**PHILIPPINE STATISTICS AUTHORITY
NATIONAL CAPITAL REGION
REGIONAL OFFICE BIDS & AWARDS COMMITTEE**

PHILIPPINE BIDDING DOCUMENTS

EARLY PROCUREMENT OF JANITORIAL SERVICES FOR THE PHILIPPINE STATISTICS AUTHORITY (PSA) NATIONAL CAPITAL REGION

Government of the Republic of the Philippines
(Public Bidding No. 2022-007)

Sixth Edition

July 2020

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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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

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.

REGIONAL OFFICE BIDS & AWARDS COMMITTEE

INVITATION TO BID FOR THE EARLY PROCUREMENT OF JANITORIAL SERVICES FOR THE PHILIPPINE STATISTICS AUTHORITY NATIONAL CAPITAL REGION (P.B. No. 2022-007)

1. The Philippine Statistics Authority- National Capital Region (PSA-NCR), through the *National Expenditure Program FY 2023* intends to apply the sum of *Four Million Nine Hundred Forty-Three Thousand Six Hundred Fifty-Four Pesos and 40/100 (Php4,943,654.40)* being the ABC to payments under the contract for *Public Bidding No. 2022-007*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *PSA-NCR* now invites bids for the above Procurement Project. Delivery of the Goods is required by *02 January to 31 December 2023*. 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 *Regional Offices Bids and Awards Committee (ROBAC) Secretariat* and inspect the Bidding Documents at the address given below during *8:00 a.m to 5:00 p.m.*
5. A complete set of Bidding Documents may be acquired by interested Bidders on *22 November 2022* from the given address and website(s) and *upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos (Php 5,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person, by facsimile, or through electronic means*.
6. The PSA-NCR will hold a Pre-Bid Conference on **7 December 2022 at 10:00 A.M.** which shall be open to prospective bidders.

7. Bids must be duly received by the ROBAC Secretariat through manual submission at the office address indicated below on or before **19 December 2022 at 5:00 P.M.** Late bids shall not be accepted.
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 **20 December 2022 at 10:00 A.M.** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to participate in the activity or witness the opening of the bids. Late bids shall not be accepted.
10. The PSA-NCR reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

Minerva Z. Carpio

Head, ROBAC Secretariat
PSA-NCR Regional Office Bids and Awards Committee
9th Floor EDSA Grand Residences
75 Corregidor St., corner EDSA
Barangay Ramon Magsaysay, Quezon City 1105
Tel. No.: 8937-7738
Email Address: psa.ncr.robac@gmail.com

12. You may visit the following websites:

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



ELMOR G. BARROQUILLO
Chairperson, ROBAC

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, *PSA-NCR* wishes to receive Bids for the *Early Procurement of Janitorial Services for PSA- National Capital Region from 02 January to 31 December 2023*, with identification number *Public Bidding No. 2022-007*.

The Procurement project (referred to herein as “Project”) is composed of one (1) lot, 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 *Fiscal Year (FY) 2023* in the amount of *Four Million Nine Hundred Forty-Three Thousand Six Hundred Fifty Four Pesos and 40/100 (Php4,943,654.40)*

2.2. The source of funding is the National Expenditure Program.

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 exceeding those allowed under the rules may participate pursuant to:
- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA 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 at least 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

Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and at its physical address stated above.

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 *[state relevant period as provided in paragraph 2 of the IB]* 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.

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 the **BDS**.

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 the **BDS**.

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 *one hundred twenty (120) days from the date of the opening of bid*. 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

The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 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

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 Entity's ROBAC 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 Project having several items that 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

Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the ROBAC 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

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

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

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. Janitorial services providing manpower and cleaning tools and equipment. b. completed within three (3) years prior to the deadline for the submission and receipt of bids.
7.1	<i>Subcontracting is not allowed.</i>
12	The price of the Goods shall be quoted DDP <i>with the premises of the PSA-NCR Offices</i> 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 <i>Ninety-Eight Thousand Eight Hundred Seventy Three Pesos and 9/100 (Php98,873.09)</i>, which is equivalent to two percent (2%) of ABC], 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 <i>Two Hundred Forty-Seven Thousand One Hundred Eighty Two Pesos and 72/100 (Php247,182.72)</i>, which is equivalent to five percent (5%) of ABC if bid security is in Surety Bond.
19.3	<i>The project will be awarded by lot</i>
20	<p><i>Additional Post-Qualification Documents:</i></p> <ul style="list-style-type: none"> 1. <i>Proof of latest remittances to SSS, Philhealth and Pag-IBIG;</i> 2. <i>Certification of no adverse decision rendered by DOLE and NLRC in the last 3 years; and</i> 3. <i>Certified true copy of tax remittances from BIR-alpha listing as of December 2021.</i>
21	<i>No additional requirement.</i>

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special 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

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents -</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to this Contract are delivered within the premises of PSA-NCR Offices. 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 at the Project Site is Ms. Bambie A. Villaruel, Chief Administrative Officer of Civil Registration and Administrative Division</p> <p>Incidental Services -</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> 1. performance or supervision of on-site assembly and/or start-up of the supplied Goods; 2. furnishing of tools required for assembly and/or maintenance of the supplied Goods; 3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; 4. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
	<ol style="list-style-type: none"> 5. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. <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>

GCC Clause	
2.2	The terms of payment shall be on a monthly basis, within fifteen (15) days upon receipt of the correct statement of account and supporting documents. The Contractor shall support its billings with PSA-NCR approved daily time records and maintenance and cleaning checklists as proof of services rendered to the PSA-NCR. 1.7. The Contractor shall submit, along with the monthly billing statement, receipts and prescribed reports stamped received by SSS, PhilHealth or Pag-IBIG, as proof of remittances for SSS, PhilHealth and Pag-IBIG premiums of the Janitorial personnel assigned in the PSA. Should PSA-NCR subsequently require for other documents, the same shall be communicated in writing and shall not preclude the collection of any outstanding invoices prior to the delivery of the PSA-NCR's request.
4	There will be a performance evaluation for the Contractor based on PSA Office Memorandum No. 2021-07 "Procedure on Performance Evaluation of Suppliers/Contractors" and its subsequent issuances.

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Janitorial Services	17	17	Upon the issuance of Notice to Proceed (NTP) 8 HOURS/Day six (6) days a week, Mondays to Saturdays
2	Provision of Cleaning Equipment/Tools in good running condition, as specified in Section VII. Technical Specifications			<i>Note:</i> 1. Anticipated absence shall be replaced immediately or not to exceed one day by another janitor as reliever 2. Holidays is to be billed at the same rate indicated in Cost Distribution Schedule.

I hereby commit to comply and deliver all the above requirements in accordance with the above-stated schedule.

Name of Company/Bidder

Signature over Printed Name of Authorized Representative

Date

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are

national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "*or at least equivalent.*" References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

Technical Specifications

Item	Specification	Statement of Compliance
1	<p>Twelve (12) months provision of Janitorial Services at PSA RSSO NCR Regional Statistical Services Office (RSSO), Provincial Statistical Offices (PSOs), PSO operated PhilSys Fixed Registration Centers (FRCs), 6 days a week (Monday to Saturday).</p> <p>The same rate indicated in Cost Distribution Schedule. Seventeen (17) Janitors required</p>	<input type="checkbox"/> Comply
2	<p><i>Janitorial Manpower</i></p> <p>a) The Contractor shall provide 17 Janitorial Personnel (inclusive of 1 working Janitorial Supervisor) who are:</p> <ul style="list-style-type: none"> a.1. Of good moral character and without criminal or police records a.2. Physically and mentally fit, as evidenced by a medical certificate a.3. Duly trained and skilled to function as Janitorial Personnel <p>The Contractor shall be required to submit to the PSA through the RSSO NCR- CRASD, a sworn statement or other pertinent documents as proof of compliance with the foregoing.</p>	<input type="checkbox"/> Comply
	<p>b) The Contractor shall assign a Roving Supervisor, at no additional cost to the PSA to monitor the performance of the Janitorial Personnel and handle the consolidation of daily timecards.</p>	<input type="checkbox"/> Comply
	<p>c) The Janitorial Personnel shall perform the following:</p> <ul style="list-style-type: none"> c.1. Maintain the cleanliness and orderliness of the office premises in accordance with the Service Level Agreement (Annex A) and the Housekeeping Plan to be submitted by the Contractor during the Contract implementation, taking into account the following: <ul style="list-style-type: none"> c.1.1. Protection of PSA properties from damage or destruction in connection with the janitorial activities rendered; c.1.2. Preservation of confidentiality of PSA records; and 	<input type="checkbox"/> Comply

Item	Specification	Statement of Compliance
	<p>c.1.3. Proper collection and disposal of garbage.</p> <p>c.2. Miscellaneous Services to be performed whenever required (i.e., logistical assistance during meetings and conferences, hauling of office furniture, fixtures and equipment, and other errand works within/between RSSO/PSO premises)</p>	
	<p>d) The Contractor shall provide, at a minimum, the following cleaning equipment/tools in good running condition to be stationed in RSSO, five (5) PSOs, and five (5) FRCs:</p> <p>d.1. Heavy duty floor polisher (10 pcs) d.2. Mop wringer/squeezer (10 pcs) d.3. Glass squeegee (10 pcs) d.4. Heavy duty vacuum cleaner (10 pcs) d.5. Stainless/Aluminum step ladder (10 pcs) d.6. Heavy duty pushcart (big) (10 pcs) d.7. Floor warning signs (10 pcs)</p>	<input type="checkbox"/> Comply
	<p>e) The following areas shall be covered by the Janitorial Services, comprising of PSA office spaces, conference rooms, pantries, stock rooms, comfort rooms, hallways and common areas:</p> <p>e.1. NCR-Regional Statistical Service Office (NCR-RSSO)</p> <p>9/F EDSA Grand Residences, No. 75 Corregidor St cor. EDSA. Brgy Ramon Magsaysay, Quezon City</p> <p>e.2. NCR-Provincial Statistical Office I (NCR-PSO I)</p> <p>GAMA Bldg, JP Laurel cor. Minerva St. San Miguel, Manila</p> <p>e.3. NCR-Provincial Statistical Office II (NCR-PSO II)</p> <p>8th Flr. EDSA Grand Residences, No. 75 Corregidor St cor. EDSA. Brgy Ramon Magsaysay, Quezon City</p> <p>e.4. NCR-Provincial Statistical Office III (NCR-PSO III)</p> <p>7464 Bagtikan St., San Antonio Village, Makati City</p>	<input type="checkbox"/> Comply

Item	Specification	Statement of Compliance
	<p>e.5. NCR-Provincial Statistical Office IV (NCR-PSO IV)</p> <p>4/F The Grandz Commercial Center Building, Mc Arthur Highway cor. Calle 4, Barangay 81, Caloocan City</p> <p>e.6. NCR-Provincial Statistical Office V (NCR-PSO V)</p> <p>3/F STWLPC Building, 336-342 Sen. Gil Puyat Avenue (Buendia) Barangay 49, Pasay City</p> <p>e.7. Philsys Fixed Registration Center, NCR-PSO I</p> <p>J & T Building, Ramon Magsaysay Blvd., Sta. Mesa, Manila</p> <p>e.8. Philsys Fixed Registration Center, NCR-PSO II</p> <p>Jackman Plaza EDSA, Barangay Ramon Magsaysay, Quezon City</p> <p>e.9. Philsys Fixed Registration Center, NCR-PSO III</p> <p>7464 Bagtikan St., San Antonio Village, Makati City</p> <p>e.10. Philsys Fixed Registration Center, NCR-PSO IV</p> <p>4/F The Grandz Commercial Center Building, Mc Arthur Highway cor. Calle 4, Barangay 81, Caloocan City</p> <p>e.11. Philsys Fixed Registration Center, NCR-PSO V</p> <p>Mille Bldg., 355 Sen Gil Puyat Avenue, Pasay City</p>	
3	<p><i>Additional Set of Technical Evaluation Parameters</i></p> <p>a. Stability</p> <p>a.1. Years of Experience - at least 5 years in the janitorial business</p> <p>a.2. Liquidity of Contractor - at least P5,000,000.00 (current assets minus stocks minus current liability, based on the Contractor's Balance Sheet as of December 31, 2021)</p> <p>a.3. Organizational Set-up - with good and efficient office setup, personnel, office tools, and equipment</p>	<input type="checkbox"/> Comply

Item	Specification	Statement of Compliance
	<p>b. Resources</p> <p>b.1 Number and Kind of Equipment and Supplies - with the minimum number and kind of equipment and supplies as specified under Section VI. Schedule of Requirements</p> <p>b.2 Number of Janitors - with at least 42 janitors</p> <p>b.3 Number of Supervisors - at least 5 supervisors</p> <p>c. Housekeeping Plan - said Plan must be tailored fit to the service requirements of the PSA. The Contractor shall state/enumerate the specific methodology to be employed for the execution of the Housekeeping Plan. The Housekeeping Plan should accordingly be made part of the Contractor's submission</p>	

I hereby certify to comply with all the above Technical Specifications.

Name of Company/Bidder

Signature over Printed Name

Date

Service Level Agreement

1. General Conditions:

- 1.1. The Contractor agrees that the PSA-NCR, through the Civil Registration and Administrative Service Division (CRASD), reserves the right to screen and accept or deny the deployment of any personnel recommended by the Contractor.
- 1.2. Existing qualified Contract of Service or Job Order Workers-Janitor of PSA-NCR shall be given priority in the hiring of Contractor for its manpower deployment at PSA-NCR (CSC-DBM Joint Circular No. 1 s.2017)
- 1.3. The deployed personnel shall work eight hours a day, six days a week from Monday to Saturday. However, the personnel may be requested to provide assistance outside the regular working hours or Sundays or holidays, upon the approval of the Regional Director and/or Chief Statistical Specialist (CSS).
- 1.4. The PSA-RSSO NCR has the right to effect changes in the work schedule, assignment and deployment of the janitors at any time during the contract period, through a written notice to the Contractor. Likewise, the PSA may increase or decrease the number of janitors as may be necessary and reserves the right to increase, reduce, or limit the scope of services of the Contractor. In such event, any corresponding adjustment in the cost shall not exceed the contract price.
- 1.5. The Contractor shall make available relievers and/or replacements at all times to ensure continuous and uninterrupted services.
- 1.6. The Contractor shall pay its personnel not less than the minimum wage and other benefits mandated by the law. The Contractor shall comply with the laws governing labor standards and employee’s compensation. A certificate for the purpose shall be required from the Contractor.
- 1.7. The Contractor shall submit, along with the monthly billing statement, receipts and prescribed reports stamped received by SSS, PhilHealth or Pag-IBIG, as proof of remittances for SSS, PhilHealth and Pag-IBIG premiums of the Janitorial personnel assigned in the PSA.
- 1.8. The Contractor in the performance of its services shall secure, maintain at its own expense all registration, licenses or permits required by law, and shall comply with all pertinent rules and regulations. The Contractor’s personnel shall take all necessary precautions for the safety of all persons and properties at or near their area of work and shall comply with all the standards and established safety regulations, rules and practices.
- 1.9. The Contractor shall provide the personnel with appropriate uniforms, protective gear, if necessary, and ensure that they shall observe proper personal hygiene and appear neat and clean at all times.
- 1.10 The Contractor shall ensure that safety shall be the first priority in the performance of its functions and avoid the creation of safety hazards both in the condition of the work performed and while doing the work.

- 1.11 PSA-NCR shall not be responsible for any accident, mishap or injury of any kind or nature that may be sustained by any of the personnel of the Contractor while performing their respective duties at the PSA's premises during their tour of duty, including death resulting therefrom. It being understood that the personnel heir's claims in connection with his employment shall be borne by and the sole liability of the Contractor.
- 1.12 PSA-NCR shall prescribe the time and schedule of duties of the janitors. The Contractor's personnel and the latter are prohibited to stay overnight at the PSA-NCR Offices unless authorized. The respective areas of assignment of the personnel shall be determined by the PSA-NCR, who may also prescribe additional duties to the personnel in the enforcement of regulations and instructions.
- 1.13 No modification shall be made to the Contract between the parties, except in writing, signed by the PSA-NCR and the Contractor.
- 1.14 The Contractor shall not assign, transfer, pledge or make other dispositions of this Contract or any part thereof, except with the prior written consent of the PSA-NCR.
- 1.15 In the case of a dispute between the PSA-NCR and the Contractor, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004" and the procedures provided by Republic Act No. 9184, as applicable.

2. Scope of Service

Under the direction and supervision of PSA-NCR Chief Administrative Officer or Chief Statistical Specialist of the PSOs or their designee, the Contractor agrees to perform the following services to a minimum service specification as detailed in the table below:

COVERAGE	DESCRIPTION OF TASK	FREQUENCY[1]
OFFICES/ RECEPTION AREAS/ HALL AND STAIRWAYS	Empty waste bins and wash out, if required	Daily
	Water indoor plants	Daily
	Bring out indoor plants	Once a week
	Machine scrub and buff hard floors	Once a week
	Wipe/clean window shades; clean inside windows; clean door jams/balusters/ handrails; clean glass walls/ partitions	Once a week
	Remove cobwebs (ceiling, lighting fixtures, etc.)	Once a month
	Wash walls with dirt and stain mark	Once a month
	Wet cleaning/dusting/vacuuming upholstered furniture/office chairs	Once a month
	Dust Mop/Spot Mop/Buff the floors;	As necessary
OFFICE SPACES	Damp wipe office tables and chairs	Daily
	Damp wipe office equipment, i.e., computer screens, keyboards, calculator; telephone, desk lamp, filing cabinets, etc.	Daily
	Remove cobwebs (ceiling, lighting fixtures, etc.)	Once a month

	Wash walls with dirt and stain mark	Once a month
	et cleaning/dusting/vacuuming upholstered furniture/office chairs	Once a month
	Dust Mop/Spot Mop/Buff the floors;	As necessary
MULTIPURPOSE HALL/ CONFERENCE ROOMS/ LIBRARY/	Empty waste bins and wash out, if required	Daily
	Damp dust tabletops, re-arrange chairs	Daily
	Machine scrub and buff hard floors	Thrice a week
	Wipe/clean window shades, inside windows, door jambs, glass walls/partitions	Once a week
	Remove cobwebs on ceiling, lighting fixtures, etc.	Once a month
	Wash walls, windowsills, surrounds and other vertical ledges with dirt and stain marks	Once a month
	Wet clean, dust and vacuum upholstered furniture	Once a month
	Dust mop/spot mop/buff floors	As necessary
WASHROOMS AND TOILETS	Mop clean, disinfect and dry floors	As necessary
	Wash, clean and disinfect urinals and toilet bowls	As necessary
	Empty and wash waste bins	As necessary
PANTRY	Damp wipe and polish with dry cloth the refrigerator, oven, etc.	Thrice a week
	Disinfect floors, pantry sink and pantry cabinets	Once a week
	Dust mop/spot mop the floors, pantry sink, and pantry cabinets	As necessary
RECORDS AREA/ STOCKROOMS	Clean the floors and remove dusts from equipment and files	Once a week
PSA GROUNDS (selected PSO offices)	Clear rubbish from path walks, driveways, parking areas, park, etc.	Daily
	Water outdoor plants	Twice daily
	Trim plants	Twice a month or as necessary
WAREHOUSE	Clean and remove dusts from equipment, etc.	As need arises

2.1 Service Standard

Deployed janitorial personnel shall be professional, courteous, and sensitive to the client's needs at all times.

The expected standard after cleaning and waste collection is as follows:

Office Areas

- All surfaces, fixtures and fittings, up to normal cleaning height, should be free from dust, stains and debris.
- All waste receptacles empty.

NOTE: Papers, files and electronic equipment will not be removed or adjusted while cleaning (where applicable), unless prior permission has been obtained from the employee concerned.

Washrooms and Toilets

- All surfaces, fixtures and fittings, up to normal cleaning height, should be free from dust, stains and debris.
- All sanitary fittings should be free from grime, dirt and smear.

3. Limitation of Scope

The scope of the services shall be limited to the discharge of function as described in the scope of work/services. Performance of tasks that may be assigned not essential, necessary or related to the janitorial functions, shall not be construed as an acceptance of accountability but a mere accommodation to the PSA-NCR.

4. Contractual Consideration

For and in consideration of the above services, PSA-NCR shall during the term of the Contract, pay the Contractor an amount equivalent to the salaries and benefits mandated by law, inclusive of administrative overhead and VAT, mandated by law on the basis of an eight (8) hours a day work, six days (6) days a week (Monday to Saturday) in accordance with the attached Cost Distribution Schedule (**Annex B**).

In the event that the minimum wage is increased or should an additional fringe benefits in favor of the personnel be promulgated either by law or decree or wage order subsequent to the execution of the Contract, the new rate shall be adjusted to conform with the law and shall be subjected to a negotiation agreeable to both parties.

5. Billing Requirements

The Contractor shall support its billings with PSA-NCR approved daily time records and maintenance and cleaning checklists as proof of services rendered to the PSA-NCR. Should PSA-NCR subsequently require for other documents, the same shall be communicated in writing and shall not preclude the collection of any outstanding invoices prior to the delivery of the PSA-NCR's request.

6. Supervision and Control

The Contractor shall exercise discipline, supervision, control and administration over its personnel in accordance with law, ordinances and pertinent governmental rules and regulations as well as the rules and policies laid down by PSA-NCR on the matter. The Contractor is the direct employer of the personnel assigned to PSA-NCR. Parties acknowledge that employer-employee relationship exists between the Contractor and the personnel.

7. Confidentiality Clause

The Janitors provided by the Contractor shall at all times maintain confidentiality of all documents and any information that they may have knowledge by virtue of their services to the PSA-NCR and not to disclose to any third party all confidential

information received from or entrusted by PSA-NCR. The Janitors shall be prohibited from using the confidential information or documents received or entrusted by PSA-NCR for purposes other than compliance with its obligations as Janitors.

8. Term of Contract

The period of services shall take effect on 02 January to 31 December 2023 for a period of Twelve (12) Months. Either party may pre-terminate for legal cause at any time upon serving a written notice to the other party, thirty (30) days prior the intended date of termination.

Cost Distribution Schedule

Particulars	Rate	Remarks
Daily Basic Salary Rate	570.00	
Average Number of Days from 02 January to 31 December 2023, Mondays to Saturdays	26	Mondays to Saturdays including all holidays that fall on Mondays to Saturdays, excluding Sundays and all holidays that fall on Sundays
A. Wage, Leave Benefits, 13th month pay		
Basic Wage/month		
13 th month		
5 days incentive pay		
B. Employer’s Share to Gov’t. in Favor of the Janitor		
SSS Premium (Circular 22-P: ER Contribution Only)		
PhilHealth Premium (Employer's Share Contribution)		
Pag-IBIG Fund Premium		
ECC/State Insurance		
C. Total Compensation (A+B)		
D. Administrative and Operating Overhead and Margin, including Cost for Cleaning Equipment/Tools		
E. Total Compensation and Administrative and Operating Overhead and Margin, including Cost for Cleaning Equipment/Tools (C +D)		
F. VAT (12% of E)		
G. Total Cost inclusive of VAT (E + F)		
H. Number of Janitors	17	
I. Number of Months	12	
H. GRAND TOTAL (G x H x I)		

Note:

The above cost distribution schedule does not include mandatory additional compensation/wages for worked holidays that fall on Mondays to Saturdays and unworked regular holidays that fall on Sundays which shall be billed separately by the service provider every month when such holidays do occur.

Bid Amount in Words:

Name of Company/Bidder

Signature over Printed Name

Date

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

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; **and**
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or aftersales/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.

II. FINANCIAL COMPONENT ENVELOPE

(m) Original of duly signed and accomplished Financial Bid Form; **and**

(n) Original of duly signed and accomplished Cost Distribution Schedule(s).

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

(o) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.

(p) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Bidding Forms

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Bid Form

Date: _____
Invitation to Bid No: _____

To: The PSA RSSO – NCR ROBAC Chairperson
9th Floor EDSA Grand Residences
75 Corregidor St. cor. EDSA
Barangay Ramon Magsaysay, 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 the *Early Procurement of Janitorial Services for PSA- National Capital Region* in conformity with the said Bidding Documents for the sum of *[specify Lot Number and 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 14.1** 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:¹

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.

¹ Applicable only if the Funding Source is the ADB, JICA or WB.

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

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause **10.3** of the Bidding Documents.

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

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

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Contract Agreement Form

THIS AGREEMENT made the ____ day of _____ 20____ between [*name of PROCURING ENTITY*] of the Philippines (hereinafter called “the Entity”) of the one part and [*name of Supplier*] of [*city and country of Supplier*] (hereinafter called “the Supplier”) of the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Supplier’s Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.* bidder’s response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity’s bid evaluation;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract;
 - (f) the Performance Security; and
 - (g) the Entity’s Notice of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____ (for the Entity)

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

Omnibus Sworn Statement

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

AFFIDAVIT

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

1. *Select one, delete the other:*

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

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

2. *Select one, delete the other:*

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

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

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

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

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

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

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

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

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

Bidder's Representative/Authorized Signatory

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

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

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

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

* This form will not apply for WB funded projects.

Bank Guarantee Form for Advance Payment

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

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

BID SECURING DECLARATION FORM

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

X-----X

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

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

I/We², the undersigned, declare that:

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

² Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

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

[Insert NAME OF BIDDER'S AUTHORIZED
REPRESENTATIVE]
[Insert Signatory's Legal Capacity]
Affiant

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

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

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

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

**NET FINANCIAL CONTRACTING CAPACITY (NFCC)
COMPUTATION:**

A. Current Assets : _____
B. Current Liabilities : _____
C. Project Costs:
 1) Outstanding : _____
 2) Ongoing : _____
 3) To Be Started : _____

NFCC = _____

[(Current Assets minus Current Liabilities) * (15)] minus
(the value of all outstanding works or projects under
ongoing contracts, including awarded contracts yet to be
started)].

(Place and Date)

(Name and Signature of Representative)

(Designation)

(Name of Firm)

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 _____ and a resident of _____.

THAT both parties agree to be jointly and severally liable for the entire agreement. 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/s to be conducted by the Philippine Statistics Authority- RSSO NCR: _____.
(Name of Project)

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/s until terminated by both parties.

Done this _____ day of _____, in _____.

(Name and Signature of JV Partner)

(Name and Signature of JV Partner)

Republic of the Philippines)
_____)S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in _____, this
_____, personally appeared:

Name	ID No.:	Issued by:
_____	_____	_____
_____	_____	_____

who exhibited to me their identification documents described above bearing their photographs and signatures known and identified by me through competent evidence of identity, presented this integrally complete instrument and represented to me that the signatures on the instrument were voluntarily affixed by them for the purposes stated, and declaring that they have executed this instrument as their free and voluntary act and deed.

This instrument consisting of _ () pages, including this page on which this Acknowledgment is written refers to a Joint Venture Agreement and has been signed by all the parties and their witnesses on each and every page thereof.

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

Name of Notary
Public Serial No. of Commission
Notary Public for ____
Notarial Commission Expires on _____
Roll of Attorneys No. _____
PTR No. ____; (date issued); place issued
IBP O.R. No.____ (date Issued)

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

* Attach signatories' legal capacity to sign.

