

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

PROCUREMENT OF JANITORIAL AND BUILDING MAINTENANCE SERVICE OF BJMP-NHQ FOR CY 2021

G-2022-002-EPA

Government of the Republic of the Philippines

**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.



Republic of the Philippines
DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT
BUREAU OF JAIL MANAGEMENT AND PENOLOGY
NATIONAL HEADQUARTERS

144 Mindanao Avenue, Project 8, Quezon City
Email Address: chiefbjmp@bjmp.gov.ph Website: www.bjmp.gov.ph
Trunkline: (+632) 927-6383; 927-5505



**INVITATION TO BID FOR THE PROCUREMENT OF
JANITORIAL AND BUILDING MAINTENANCE SERVICE
OF BJMP-NHQ FOR CY 2022**

1. The **BUREAU OF JAIL MANAGEMENT AND PENOLOGY – NATIONAL HEADQUARTERS (BJMP-NHQ)**, through the **NATIONAL EXPENDITURE PROGRAM CY 2022** intends to apply the sum of **ONE MILLION NINE HUNDRED SIX THOUSAND ONE HUNDRED SIXTY-ONE PESOS AND 87/100 (PHP 1,906,161.87)** being the ABC to payments under the contract for **BJMP REFERENCE NO. G-2022-002-EPA**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **BJMP-NHQ** now invites bids for the above Procurement Project. Service Period required is Twelve (12) Months. Bidders should have completed, within **FIVE (5) 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 open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.

4. Prospective Bidders may obtain further information from **BJMP – DIRECTORATE FOR LOGISTICS** and inspect the Bidding Documents at the address given below on weekdays from 8 AM to 5 PM.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **November 26, 2021** from the given address and website(s) below 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 or through electronic means.
6. The **BJMP-NHQ** will hold a Pre-Bid Conference on **December 07, 2021 at 11:00 AM** through video conferencing or webcasting *via* (**Meeting ID: 858 6541 1623 and Password: 196149**) which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat **MANUALLY** at the **BJMP-NHQ, 1ST FLOOR, MESSAGE CENTER, 144 MINDANAO AVENUE PROJECT 8,**

QUEZON CITY, on or before **December 20, 2021 at 2:00PM**. 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 **December 20, 2021 at 2:00 PM via ZOOM (Meeting ID: 824 8445 6976 and Password: 354139)**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **BJMP-NHQ** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. Please be informed that this is a procurement short of an award, relative to the National Expenditure Program CY 2022 and indicative APP CY 2022 of the Bureau of Jail Management and Penology. Hence, in the event that the LCRB has been determined, the issuance of the NOA to such bidder may done only upon approval or enactment of the respective appropriations or budget authorization document.
12. For further information, please refer to:

PAULINO H MORENO JR.
Jail Chief Superintendent
Head, BAC Secretariat
2nd Floor Directorate for Logistics, BJMP-NHQ,
144 Mindanao Avenue, Quezon City
Telephone: 453 1196 local 202; 263-3069
Email Address: bac.bjmphq@gmail.com
13. For downloading of Bidding Documents, you may visit our website:www.bjmp.gov.ph.

NOVEMBER 26, 2021
[Date of Issue]

DENNIS U ROCAMORA, CESE
Jail Chief Superintendent
Deputy Chief for Operations
of the Jail Bureau
Chairperson, BJMP-NHQ BAC

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, **BJMP-NHQ** wishes to receive Bids for the **PROCUREMENT OF JANITORIAL AND BUILDING MAINTENANCE SERVICE OF BJMP-NHQ FOR CY 2022**, with identification number **BJMP REFERENCE NO. G-2022-002-EPA**.

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 **CY 2022** in the amount of **ONE MILLION NINE HUNDRED SIX THOUSAND ONE HUNDRED SIXTY-ONE PESOS AND 87/100 (PHP 1,906,161.87)**

2.2. The source of funding is NGA, the National Expenditure Program CY 2022.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to 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

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address **December 7, 2021** through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **FIVE (5) YEARS** prior to the deadline for the submission and receipt of bids.

- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price,

the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

- ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ 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 **120 Calendar days upon Opening of the Bids**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

¹ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

- 19.4. The Project shall be awarded as follows:

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

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

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> <ol style="list-style-type: none"> a. Janitorial Service b. completed within five (5) years prior to the deadline for the submission and receipt of bids.
12	<p>The price of the Goods shall be quoted DDP to BJMP National Headquarters, 144 Mindanao Avenue, Project 8, Quezon City or the applicable International Commercial Terms (INCOTERMS) for this Project.</p>
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> <ol style="list-style-type: none"> a. The amount of not less than 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 five percent (5%) of ABC, if bid security is in Surety Bond.
20.2	<p>For the purpose of Post Qualification, the following documents shall be submitted:</p> <ol style="list-style-type: none"> 1. Valid and updated PhilGEPS Registration Certificate (if the bidder submitted Class "A" documents in lieu of PhilGEPS Platinum Registration) 2. Business Registration (if not submitted together with PhilGEPS Platinum Certificate); 3. Mayor's Permit issued by the city or municipality where the principal place of business of the bidder is located. (if not submitted together with PhilGEPS Platinum Certificate); 4. 2020 Audited Financial Statement (if not submitted together with PhilGEPS Platinum Certificate); 5. Tax Clearance. (if not submitted together with PhilGEPS Platinum Certificate); 6. Latest Income Tax Return for fiscal/calendar year 2020 (BIR Form 1701 or 1702) 7. Value Added Tax Return (Forms 2551M or 2551Q) or Percentage Tax Reform (Form 2551M) covering the last six (6) months before the deadline of Opening of Bids. 8. Proof of completion of the single largest contract as identified in the Statement of Single Largest Contract, which shall be copy of any verifiable document(s) such as but not limited to the following: (a) Contract/s or Purchase Order/s; (b) corresponding Sales Invoice/s; (c) Official Receipt/Cash Receipt/Collection Receipt; and (d) Certificate of Satisfactory Completion.

	<p><i>Notes:</i></p> <p><i>1. The income tax and business tax returns stated above should have been filed through the Electronic Filing and Payment System (EFPS).</i></p> <p><i>2. Documents submitted during post-qualification as part of post-qualification documents must be certified by the authorized representative to be true copy/ies of the original.</i></p>
21.2	<p><i>[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]</i></p>

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 VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

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><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <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><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered to BJMP National Headquarters, 144 Mindanao Avenue, Project 8, Quezon City. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered BJMP National Headquarters, 144 Mindanao Avenue, Project 8, Quezon City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Headquarters Support Service Office and Directorate for Logistics</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: <i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

- e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- f. *[Specify additional incidental service requirements, as needed.]*

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

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

Select appropriate requirements and delete the rest.

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of five (5) years.

Spare parts or components shall be supplied as promptly as possible, but in any case, within thirty (30) of placing the order.

	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
4	The inspections and tests that will be conducted are: <i>Not Applicable</i>

Section VI. Schedule of Requirements

SEE ATTACHED TERMS OF REFERENCE

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

Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of **ITB Clause Error! Reference source not found.** and/or **GCC Clause Error! Reference source not found.**

Requirements	Bidders Offer / Compliance
I. QUALIFICATION OF THE CONTRACTOR	
1. Must be a duly licensed and registered Service Contractor in accordance with Department Order No. 174, Series of 2017 (D.O. No. 174, s. 2017).	
2. Must present a Client Satisfaction Rating from all government agencies or private corporations, with whom the contractor has a past or ongoing contract for the last 3 years.	
3. Must have at least 5 years’ experience in the business.	
4. Must submit a copy of the Company’s Organizational and Functional Set-up.	
Must submit a copy of the Company’s kind of equipment, and its actual number, used in its business operations.	
II. The contractor shall provide, at the minimum, the equipment, tools and materials stated in Section VI. Schedule of Requirements in good running condition.	
III. The Contractor’s personnel shall perform the following:	
1. Maintain the cleanliness and orderliness of the office premises in accordance with the Scope of Services (Annex “A”) to be Provided by the Contractor and the Housekeeping Plan to be submitted by the Contractor, taking into account the following:	
a. Protection of BJMP properties from damage or destruction in connection with the janitorial activities rendered;	
b. Preservation of confidentiality of BJMP records;	
c. Proper collection and disposal of garbage.	
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 authorized works within BJMP premises).	

IV. The Contractor shall provide the required number of manpower stated in Section VI. Schedule of Requirements who are:	
1. Of good moral character and without criminal or police records	
2. Physically and mentally fit, as evidenced by a medical certificate	
3. Duly trained and skilled to function as Janitorial and Building Maintenance Personnel	
V. Comply with the Terms of Reference and Scope of Services (provided in the Bidding Forms)	

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

- (f) 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**
- (g) 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**
- (h) 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**
- (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (j) 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

- (k) 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**
- (l) 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

- (m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

or

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

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

25 FINANCIAL COMPONENT ENVELOPE

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

BIDDING FORMS

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date: _____
Procurement Identification No.: _____

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

Gentlemen and/or Ladies:

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to [supply/deliver/perform] [description of the Goods] in conformity with the said PBDs for the sum of [total Bid amount in words and figures] or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

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

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

(if none, state "None")

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

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

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of [name of the bidder] as evidenced by the attached [state the written authority].

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_____.

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

Price Schedule for Goods Offered from Abroad

[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

Name of Bidder _____ . Project ID No. _____ . Page _ of ____.

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Price Schedule for Goods Offered from Within the Philippines

[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ . Project ID No. _____ . Page _ of ____.

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and Insurance and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

BID SECURING DECLARATION FORM

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

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

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing 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.

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

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

Contract Agreement Form for the Procurement of Goods (Revised)
*[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days
after receiving the Notice of Award]*

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, particularly [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 in specified currency] (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 as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted; Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

3. In consideration for the sum of [total contract price in words and figures] or such other sums as may be ascertained, [Named of the bidder] agrees to [state the object of the contract] in accordance with his/her/its Bid.
4. The [Name of the procuring entity] agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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.

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.

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

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

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.

Bidder's Representative/Authorized Signatory

[Jurat]

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

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 IRR of RA No. 9184 as required by the end-user.

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

[Jurat]

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

STATEMENT OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS, INCLUDING CONTRACTS AWARDED BUT NOT YES STARTED

This is to certify that _____ has the following ongoing and awarded but not yet started contracts:

Name of Contract	Date of Contract	Contract Duration	Owner's Name and Address	Kind of Goods	Amount of Contracts	Date of Delivery

Name and Signature of Authorized Representatives

Date

***Instructions**

- a. State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of the **day before the deadline of submission of bids**.
- b. If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- c. **Indicate the Nature/Scope** of the contract in "Name of Contract" for easier tracking of the entries/representation. E.g. *"Supply and Delivery of 10 Units of Prisoners Van"*

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE CONTRACT TO BE BID

This is to certify that _____ has the following completed contract(s) for the past five (5) years.

Name of Contract	Date of Contract	Contract Duration	Owner’s Name and Address	Kind of Goods	Amount of Completed Contracts	Date of Delivery	Date of End-User’s Acceptance

Name and Signature of Authorized Representatives

Date

***Instructions**

a. **Indicate the Nature/Scope** of the contract in “Name of Contract” for easier tracking of the entries/representation. E.g. *“Supply and Delivery of 10 Units of Prisoners Van”*



Republic of the Philippines
DEPARTMENT OF INTERIOR AND LOCAL GOVERNMENT
BUREAU OF JAIL MANAGEMENT AND PENOLOGY
NATIONAL HEADQUARTERS

144 Mindanao Avenue, Project 8, Quezon City

Trunkline: 453-1196

Email Address: chief@bjmp.gov.ph Website: www.bjmp.gov.ph



TERMS OF REFERENCE

As of October 11, 2021

Name of the Project	Procurement of Janitorial and Building Maintenance Service
Approved Budget for the Contract (ABC)	One Million Nine Hundred Six Thousand One Hundred Sixty One Pesos and 87/100 (Php 1,906,161.87)
Breakdown of ABC: References: DOLE DO – 18-A – 10% Admin Fee & Template of Computation Wage Order No. 22 – NCR Ave Range PD 851 – 13 th Month Pay Book 3, Rule 5 Labor Code – 5 days incentive pay Computation of Supplies – Requirements 2 (B)	
Breakdown of ABC:	
A. AMOUNT DIRECTLY TO JANITORS	
1. Average Rage per Month (537.00 x 313/ 12 months)	14,006.75
2. 13th Month Pay (14,006.75/ 12 months)	1,167.23
3. 5 days Incentive Pay (537.00 x 5 days/ 12months)	223.75
	<u>15,397.73</u>
B. PAYABLE TO GOVERNMENT	
1. SSS Premium	1,190.00
2. Philhealth	210.10
3. ECC (Employee Compensation)	10.00
4. PAG IBIG	100.00
	<u>1,510.10</u>
C. TOTAL AMOUNT TO JANITOR AND GOVT 16,907.83	
D. CONTRACT PER PERSONNEL (1 Supervisor, 5 Janitors and 1 Building Maintenance)	
1. Annual (C x 7 x 12)	1,420,257.72
2. Monthly (C x 7)	118,354.81
E. Administrative Fee (D2 x 10%) 11,835.48	
F. Equipment & Supplies	
1. Annual	139,646.75
2. Monthly (F1/12)	11,637.23
H. Total (D2 + E + F2) 141,827.52	
I. 12% Tax (D,F & G) (H x 12%) 17,019.30	
J. Monthly Contract Price (H + I) 158,846.82	
H. Total Contract Price (J X 12) <u>1,906,161.87</u>	

“Changing Lives, Building a Safer Nation”

1. Scope of Work: See Annex "A"						
2. Requirements						
A. MANPOWER						
One (1) Supervisor, One (1) Building Maintenance Staff and Five (5) Janitors						
B. Supplies						
Description	UOM	Qty per Delivery	Delivery Schedule	Total Qty per	Estimated Market Price	Total
Glass Squeegee	pcs	3	Semi- Annual	6	495.84	2,975.04
Spray Gun	pcs	6	Semi- Annual	12	56.82	681.78
Toilet Bowl Brush	pcs	6	Semi- Annual	12	58.88	706.57
Toilet Bowl Pump	pcs	6	Semi- Annual	12	61.98	743.76
Broom Stick with Handle	pcs	3	Semi- Annual	6	72.31	433.86
Soft Broom	pcs	5	Semi- Annual	10	134.29	1,342.90
Ceiling Broom	pcs	1	Semi- Annual	2	92.97	185.94
Scrub Sponge	pcs	20	Quarterly	80	30.99	2,479.20
Liquid Handsoap (Antibacterial)	Liter	6	Monthly	72	154.95	11,156.40
Toilet Bowl Cleaner	gal	2	Monthly	24	361.55	8,677.20
All-purpose Cleaner	gal	1	Monthly	12	268.58	3,222.96
Glass Cleaner	gal	1	Monthly	12	232.43	2,789.10
Deodorant Cake 50mgs	pcs	30	Monthly	360	20.66	7,437.60
Mop Head	pcs		Monthly		309.90	-
Trash Bag, Plastic (Big)	pcs	140	Monthly	1,680	7.23	12,148.08
Scrubbing Pad	pcs	2	Monthly	24	593.98	14,255.40
Polishing Pad	pcs	2	Monthly	24	464.85	11,156.40
Rags	kgs	2	Monthly	24	56.82	1,363.56
Tissue Paper (3 ply)	rolls	50	Monthly	600	13.43	8,057.40
Alcohol (70% Solution)	gal	5	Monthly	60	537.16	30,000.00
Multipurpose Bleach (Antibacterial)	gal	4	Monthly	48	144.62	6,941.76
Fabric Conditioner (Antibacterial)	liter	4	Monthly	48	185.94	8,925.12
Grand Total						139,646.75

C. Equipment:

Description	Quantity	Delivery
Vacuum Cleaner	2 Units	Must be presented within 15 calendar days upon receipt of NTP
Floor Polisher	2 units	
Aluminum Ladder	1 unit	
Rolling Trash Bin	4 units	
Water Hose with sprinkler head (25 meters)	1 set	
Lounger (Sewage Cleaning Machine)	1 pc	
Philips and Straight Screw Drivers	1 set each	
Grinder	1 set	
Spade bits	1 set	
Power drill	1 pc	
Tester analog	1 set	
Long nose pliers	1 pc	
Groove joint pliers	1 pc	
Steel tape measure	1 pc	
Saw (Metal and Wood)	1 pc each	
Level	1 pc	
Pipe wrench	1 pair (Big and Small)	
Tracer	1 pc	
Plumber snake	4 pcs	
Basin Wrench	1 pc	
Handheld Radios	8 units	
Extension Cord (15meters)	4 pcs	
Caution Sign (A type)	4 pcs	

3. Technical Specifications

I. QUALIFICATION OF THE CONTRACTOR

5. Must be a duly licensed and registered Service Contractor in accordance with Department Order No. 174, Series of 2017 (D.O. No. 174, s. 2017).
6. Must present a Client Satisfaction Rating from all government agencies or private corporations, with whom the contractor has a past or ongoing contract for the last 3 years.
7. Must have at least 5 years' experience in the business.
8. Must submit a copy of the Company's Organizational and Functional Set-up.
9. Must submit a copy of the Company's kind of equipment, and its actual number, used in its business operations.

II. The contractor shall provide, at the minimum, the equipment, tools and materials stated in Section VI. Schedule of Requirements in good running condition.

III. The Contractor's personnel shall perform the following:

1. Maintain the cleanliness and orderliness of the office premises in accordance with the Scope of Services (Annex "A") to be Provided by the Contractor and the Housekeeping Plan to be submitted by the Contractor, taking into account the following:
 - 1.1. Protection of BJMP properties from damage or destruction in connection with the janitorial activities rendered;
 - 1.2. Preservation of confidentiality of BJMP records;
 - 1.3. Proper collection and disposal of garbage.

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 authorized works within BJMP premises).

IV. The Contractor shall provide the required number of manpower stated in Item 2(A) of this Terms of Reference who are:

1. Of good moral character and without criminal or police records
2. Physically and mentally fit, as evidenced by a medical certificate
3. Duly trained and skilled to function as Janitorial and Building Maintenance Personnel

V. Comply with the Scope of Services to be Provided by the Contractor Annex "A"

Service Period	12 Months
Service Location	BJMP National Headquarters, 144 Mindanao Ave., Project 8, Quezon City
Warranty Period/ Coverage of Warranty	N/A

Annex “A”
SCOPE OF SERVICES TO BE PROVIDED BY THE CONTRACTOR

A. OBJECTIVE

To hire service provider for the supply of labor, tools, equipment, materials and supplies including supervision for janitorial, sanitation, hauling and other related services which includes general cleaning and janitorial maintenance works for the period of CY 2022 in the Procuring Agency in accordance with its prescribed benchmarks, standards, methodologies and approved janitorial plans and manpower deployment schedule through public bidding.

B. WORKMANSHIP

Only qualified and skilled personnel of the Contractor/Supplier with sufficient experience in similar operations shall be allowed to undertake the required work as provided for in any and all parts of the scope of works and technical specifications of the project.

C. INSPECTION OF SITE

The Contractor acknowledges, warrants that it has fully inspected and examined the site and their surroundings, satisfied itself by submitting its Bid, which is based on current data, including physical conditions at the site. That its Bid conforms with the requirements of the work and materials necessary for the completion of the works, the means of access to the site, the accommodation it may require and that it has obtained for itself all necessary information as to risks, contingencies and other circumstances which may have influenced or affected its Bid. No increase in cost or extension of time will be considered for failure to familiarize, inspect and examine the site condition.

D. REJECTIONS

Materials, tools and equipment not in conformance with the provisions of the technical specifications and scope of work of this project shall be rejected anytime during the contract period. The Contractor shall see to it that all of the tools and equipment as required in this contract be available for use at all times and that there will be no delays in the provision of janitorial and building maintenance services to be rendered due to lack of supplies or defective tools and equipment.

E. PRE-TERMINATION CLAUSE

The Procuring Agency reserves the right to pre-terminate this janitorial contract if in its opinion after due verification of facts that the CONTRACTOR is not providing satisfactory services or not complying with the Terms and Conditions of the contract.

The grounds for the termination of the CONTRACT by the Procuring Agency include but not limited to the following:

1. The CONTRACTOR violated any of the Terms and Conditions of the Contract;

2. Non-compliance to the Minimum Wage Law;
3. Non-remittance/Delayed/Under-remittance of SSS contributions and loan amortization of its employees and other contributions due to government agencies by the CONTRACTOR;
4. Failure to maintain a satisfactory level of performance as a result of an annual performance assessment/evaluation based on a set of performance criteria set by the Procuring Entity to be done before the end of each quarter.
5. If there be a considerable delay in the payment of salaries and wages of its personnel. The Procuring entity, after informing the Contractor, may opt to pay the Contractor's personnel of their salaries and wages, to be drawn from the account of the End-user, subject to applicable accounting and auditing regulations. Said amount shall be deducted from the Contractor's receivables from the Procuring Agency.
6. Any other act or omission committed by the CONTRACTOR or its manager/supervisor/service personnel which is detrimental or prejudicial to the interest of the Procuring Agency, its employee(s), member(s) or public.

F. CONTRACTOR'S RESPONSIBILITIES

1. The project supervisor or service personnel concerned as the case may be shall make available the tools, equipment, supplies and materials and their control records/documents, any time for inspection/review by the End-user.
2. The cost of replacement, repair and maintenance of all tools, devices and equipment required shall be for the account of the CONTRACTOR.
3. The CONTRACTOR and its service personnel including the project manager/supervisor deployed at the Procuring Agency shall agree to abide with its performance and security requirements in general and in the directorate/offices where they are assigned at all times; and comply promptly with the directives, instructions and existing rules and regulations of the Procuring Agency.
4. The CONTRACTOR shall provide the required uniforms and Identification Card to all personnel assigned which shall be worn at all times within NHQ premises.
5. The CONTRACTOR's Performance Bond shall be liable for any damages or losses that may arise directly or indirectly, attributable to the negligence or misbehavior or direct participation of the janitor assigned by the CONTRACTOR. In case the bond is not sufficient to cover such losses or damages, the CONTRACTOR shall have to pay the balance directly to the Procuring Agency.
6. The CONTRACTOR shall assign the supervisor as their timekeeper at the Procuring Agency and provide their own office equipment and office supplies such as biometrics station, computer, printer, fax machine, DTR holder, etc. as part of their administrative cost and at no extra cost to the Procuring Agency.
7. The CONTRACTOR shall see to it that their personnel use appropriate Personal Protective Equipment when performing activities/tasks that would require its use.

8. The CONTRACTOR may ventilate their problems or difficulties encountered during the period of the contract as well as give suggestions or recommendations to improve relationship with the Procuring Agency and services rendered, during weekly coordination meetings or in WRITING, for proper action.

G. DURING PROJECT IMPLEMENTATION

1. Work Program for General Cleaning and other related janitorial services – to be submitted every Friday

2. Accomplishment Report of the General Cleaning Works - to be submitted every Monday

3. Monthly Inventory Report of janitorial tools and equipment – to be submitted every first week of the succeeding month.

H. PERSONNEL

1. The CONTRACTOR shall provide the required number of service personnel and project supervisors at all times as stipulated in the manpower complement and deployment.

2. The Project supervisor, as the case may be, shall act and make decisions in behalf of and for the account of the CONTRACTOR on matters arising from questions or complaints raised by the department/offices or by the service personnel themselves.

3. The Project supervisor shall have the authority to exercise close supervision over the work of the assigned service personnel. They shall see to it that the service personnel are physically and mentally fit and should not be under the influence of liquor or any prohibited drugs before they are allowed to report to their assigned post.

4. All service personnel are subject for background investigation by the Procuring Agency. In case there are incoming relievers who will report to the Procuring Agency, to replace current relievers during the implementation of the contract, the above-mentioned documents will also be submitted to the End-user.

5. The service personnel assigned at the Procuring Agency must have been well-screened, trained and found to be courteous, efficient, honest, reliable, trustworthy, cooperative, well-groomed, physically and mentally fit.

6. The CONTRACTOR may be required to have its service personnel retrained at its own expense by an accredited Training Institute.

7. The CONTRACTOR shall have seven (7) relievers for the Procuring Agency available at any time to take over in case some regular service personnel are absent at no extra cost to the Procuring Agency. No trainees shall be allowed as a reliever even if they are allowed and identified as such.

8. The CONTRACTOR shall not reshuffle personnel without the prior clearance/approval of the End-user which hereby reserves the right to reject any proposal to reassign personnel if such reassignment is found to pose an imminent danger or prejudice to the service. It is however understood that on matters of

disciplinary action towards the personnel of the CONTRACTOR, the End-user shall cooperate with the CONTRACTOR or vice versa by means of mutual consultation.

9. The employees of the Contractor are not employees of the Procuring Agency neither is there an employer-employee relationship between the Procuring Agency and the CONTRACTOR. Consequently, the Procuring Agency shall deal exclusively and directly with the CONTRACTOR or its duly authorized representative in all matters regarding the Contract.

10. The CONTRACTOR shall immediately upon receipt of request and verification replace, any service personnel who may be found and considered undesirable and incompetent by the End-user. The CONTRACTOR, however, shall abide by the procedural and substantial requirements of the Labor Code of the Philippines.

I. TIME SCHEDULE AND PROGRAM OF SERVICES

1. The CONTRACTOR shall provide the required janitorial services in accordance with the scope of service/work, standards, methodology, approved janitorial plan and manpower complement and deployment.

2. Each service personnel shall be required to render a minimum of eight (8) hours service daily. Only when required by the Procuring Agency shall a personnel be allowed to work beyond the specified 8-hour limit and during legal and special holidays.

3. The CONTRACTOR may ventilate their problems or difficulties encountered during the period of the contract as well as give suggestions or recommendations to improve relationship with the Procuring Agency.

J. MONITORING AND VALIDATION OF ATTENDANCE

1. The service personnel shall punch their daily time records and sign in a daily attendance log sheet, to be handled by the CONTRACTOR's project supervisor and validated daily by the End-user's Representative. A report on the Total Manpower Complement shall be submitted daily by the CONTRACTOR's project supervisor to the End-user. Relievers, if any, shall be identified as such in their time records.

2. The daily attendance log sheets, as countersigned by the supervisor, shall be forwarded to the End-user every day, not later than 9:00 a.m., for validation.

3. The CONTRACTOR shall then prepare a summary of attendance of the service personnel indicating the total actual man-days/hours rendered for the billing period.

K. PAYMENTS

1. The labor cost must be based on the Minimum Wage Law.

2. The Procuring Agency shall pay the CONTRACTOR based on the hours rendered by the service personnel (regular & relievers) in accordance with the prevailing minimum wage rate. Payments for the services rendered by the Contractor's personnel assigned at the Procuring Agency shall be processed by the End-user.

3. The 13th month pay of the service personnel shall only be paid to the CONTRACTOR upon submission of proof of payment to the service personnel.
4. The amount due to government agencies shall be based on the actual compensation/remuneration earned by the service personnel for a particular month.
5. Payment for the required janitorial supplies/materials shall be based on actual deliveries made by the CONTRACTOR.
6. The monthly billings consisting of the labor cost, amount due to government agencies, supplies and materials, administrative overhead, profit margin and value added tax (VAT) as approved per contract, shall be submitted by the CONTRACTOR to the End-user within seven (7) calendar days from the cut-off date.
7. The CONTRACTOR shall support its billings with the following documents. Failure to do so shall be construed as non-compliance of contractual obligations.
 - a. Service invoice supported with certified copies of payrolls for regular service personnel and the corresponding proof of deposit stamped received by the designated depository bank for the ATM accounts of all service personnel. If relievers have no ATM accounts, cash vouchers duly signed by such employee evidencing receipt of payment maybe submitted in lieu of payroll;
 - b. List of absentees with the corresponding area of assignment and name of relievers and date/time of service rendered as confirmed/certified by the CONTRACTOR and the End-user;
 - c. Certified Photocopy of R-5 (SSS Employer Contributions Payment Return) for the corresponding months authenticated by the SSS Contributions Accounting Department (CAD) / Operations Accounting Section, Cluster Branch;
 - d. Certified Photocopy of payment documents for remittances to Philhealth and HDMF (Pag-ibig) for all service personnel for the corresponding month; and
 - e. Other documentary requirements of the Procuring Agency for payments.
8. The amount of employer's share for contributions due to SSS, ECC, Philhealth and PAG-IBIG, should be in accordance with its respective schedule of contributions based on monthly salary bracket.
9. The billing together with the supporting documents shall be reviewed, and validated by the End-user against the summary of attendance. Any discrepancy shall be promptly notified to the CONTRACTOR to effect corrections in the billing.
10. All applicable taxes due to the Bureau of Internal Revenue (BIR) shall be deducted from the collectible amount of the CONTRACTOR from the Procuring Agency.
11. It is understood that all payments shall be subject to the accounting rules and regulations of the Procuring Entity.

12. The Contractor shall ensure that their performance bond is valid until the Procuring Agency issue the Notice of Award. The Contractor shall also submit the endorsement/amendments to the End-user on extension or revisions to its validity, as maybe necessary, not later than seven (7) days before the expiration of the originally submitted Performance Bond. No payment shall be made unless the Performance Bond is updated.

L. COMPLIANCE WITH LABOR LAWS AND OTHER RELATED LAWS

1. The CONTRACTOR shall faithfully comply with all laws, rules and regulations pertaining to the employment of labor, existing or which hereafter may be enacted including but not limited to the Minimum Wage Law, Labor Code of the Philippines, Social Security Law, Employees Compensation and State Insurance Fund, Philippine Health Insurance Fund, and Home Development Mutual Fund.

2. All obligations under the provisions of the SSS Law, Employees Compensation and other related pertinent statutes presently in force and effect shall be paid and updated.

3. Should the CONTRACTOR fail to comply with its obligations under the provisions of the SSS Law, Employees Compensation and other related pertinent statutes presently in force and effect, the Procuring Agency shall have the option to either rescind the CONTRACT or deduct from the service fee any amount due and demandable from the CONTRACTOR for its obligations, including interest and penalties, if any. This option is without prejudice on the right of the Procuring Agency to confiscate the bond filed by the CONTRACTOR, as well as to avail of other remedies provided for by law.

4. The CONTRACTOR shall have no previous record to delinquency on payment of premiums and shall secure and submit clearance certificates from the implementing government agencies.

5. The CONTRACTOR shall assume full responsibility on any claim for any compensation on injuries from accidents of the service personnel it assigned to the Procuring Agency in connection with the performance of their duties and shall free the Procuring Agency for any legal suit or liabilities in connection therewith.

K. PRICE ADJUSTMENT

The bid price shall be fixed and not subject to any escalation during the contract implementation regardless of an increase in the price of fuel, peso devaluation and other causes, except as specifically mandated by law (e.g. increase in minimum daily wage pursuant to law or new wage order issued after date of bidding, increase in taxes, etc.)

M. ELIGIBILITY CRITERIA

The Prospective Bidder should have at least five (5) years of experience in providing janitorial services with exposure preferably in hotels, condominiums, banking institutions, hospitals, malls and the like and shall submit Certificate/s of Satisfactory Performance issued by the Procuring Agency for the said project shall also be submitted.

N. JANITORIAL SERVICES:

A. Daily Operations:

- a. Sanitize/ disinfect stair handrail, elevator buttons & rail, office doorknobs and buzzer with alcohol/disinfectant every 8:00 AM, 12:00 PM and 4:00 PM;
- b. Cleaning of all horizontal and vertical surfaces such as floors, ramp walls, windows, window ledges, window panels, vertical blinds, railing doors, ceiling, etc.;
- c. Sweeping and mopping (dry and wet) of horizontal surfaces;
- d. Sweeping and mopping (dry and wet) of stairways, hallways lobbies and corridors;
- e. Cleaning, wiping, disinfecting, dusting-off and/or polishing of furniture, office tables, glass tops, fixture, equipment, appliances, diffusers, window ledges, counters, glass partitions and doors/doorknobs;
- f. Cleaning, sanitizing and disinfecting of all comfort rooms, toilet bowls, urinals, commodes, kitchens, wash rooms and wash basins with detergents/cleanser and removal of spots or stains from floors and other surfaces;
- g. Sweeping and mopping (dry and wet) of stairways, hallways lobbies and corridors;
- h. Emptying, collecting and cleaning of trash receptacles and waste containers and disposal of trash to the trash storage areas;
- i. Keeping the stairway and entrances from obstructions;
- j. Watering of indoor plants and stems of fresh flowers, damp-wiping of artificial plants and flowers, ridding its pots and planters boxes, if any;
- k. Wiping of windowsills, window panes, glass mirrors, aluminum/stainless and steel frames and doors;
- l. Wiping of tables, chairs, steels and wooden cabinets, electric fans, telephone instruments and other equipment;
- m. Thorough cleaning of all glass panels, glass doors, glass window and glass walls by means of the approved glass cleaners; and
- n. Thorough cleaning of stairs, elevators and fire exits.
- o. Disposal of trash, rubbish and garbage from the confines of the buildings to receptacles provided for the purpose;
- p. Keep parking area/delivery bay free from spilling slippery materials such as oil and grease.
- q. Always keep the hallways and common areas free from dirt.
- r. Switching off of all lightings when not in use and report areas where illumination is necessary and report busted lights in the whole building and its premises.
- s. Ground maintenance: Maintenance/watering of ornamental plants and trees. Cutting of overgrown grass and plants, gardening soil, cultivation and fertilization if open spaces of garden are prevented.

- t. Provide signs and barriers to effectively prevent any accident in the course of completing work such as “Wet floor” and others
- u. Reporting of all breakage, electrical malfunctions and other deficiencies that require the attention of the administration;
- v. Sweeping of driveways, rooftop, concrete pavements, premises of building and parking areas
- w. Watering of plants with the area of the National Headquarters
- x. Carrying, transporting or moving of office furniture, equipment and supplies within the DOF premises, if needed.
- y. Reporting of any damage to pipe plumbing water and toilet facilities, electrical installation, damaged furniture and fixture which needs immediate repair;
- z. OTHER JANITORIAL ACTIVITIES and related services that maybe assigned from time to time by the BJMP-NHQ authorized officials.

B. Weekly Operations

- a. Washing, scrubbing and polishing of floors and stairways
- b. Washing of the inside and outside of glass windows;
- c. Wash all garbage cans with soap and water;
- d. General cleaning of all comfort rooms including the ceilings and disinfecting the area.
- e. Clean thoroughly all venetian blinds
- f. Removing of cobwebs, cleaning all walls and columns inside the building.
- g. Applying insecticides, if necessary
- h. Polishing of doorknobs, stairway railings and all metal signs.
- i. Placing of all indoor plants under rain or sun on weekends or holidays and returning them on the same time, if applicable.
- j. Watering, trimming and soil cultivations of all plants outside the building including potted plants, if applicable.
- k. Remove weeds and prune dead parts of the plants.
- l. Cleaning and washing of parking areas, walk-ways ground and surroundings.
- m. Cleaning and polishing of internal and external part of windows and panels, chandeliers and other lighting fixtures and brass signage, if applicable.
- n. Putting of rat baits and removing dead rats in areas where traces of infestations are seen

C. Monthly Operations

- a. Thorough cleaning, sanitizing, scrubbing and disinfecting of comfort rooms, toilet fixtures, lavatories and wash rooms with the use of high quality resources and equipment;

- b. Dusting and removing of cobwebs from ceiling of the premises;
- c. General cleaning of draperies and blinds
- d. Pressure washing of sidewalks, pavements and its immediate wall and removal of gums tacked on the floor.
- e. Thorough general cleaning of all areas covered by this service contract.

O. SUPPLIES, MATERIALS, TOOLS AND EQUIPMENT

1. The CONTRACTOR shall provide and deliver, at its own expense, all the required tools, devices and equipment to the Procuring Agency through the authorized End-user's personnel at the start of operations. These shall be stored at the designated place and should be made available for use and 100% operational at all times. In case/s of breakdown/malfunction of any of the delivered tools and equipment, the CONTRACTOR shall effect the immediate replacement of the same. CONTRACTOR shall maintain an appropriate quantity of standby service units (for the entire duration of the contract) readily available for dispatch to the Procuring Agency anytime. Penalty Clause in paragraph I shall be applied for every day of delay in the delivery of the replacement unit to be reckoned from the date of discovery of the equipment breakdown/malfunction.

2. The CONTRACTOR shall provide all cleaning supplies and materials and utilize the tools and equipment as prescribed, appropriate, necessary and incidental to the performance of the job in accordance with the benchmark, standards, methodologies and approved janitorial plan. All cleaning supplies and materials shall be environmentally-friendly. Use of Green Seal certified cleaning products with proper environmental certificates and with universally accepted fragrance is required for comfort rooms.

3. The required two-week supplies and materials shall be delivered at a designated area every Monday within the two-week period. A suitable space for storage of the tools, equipment, supplies and materials to be used by the CONTRACTOR for the Procuring Agency will be provided by the End-user.

4. All deliveries and issuance of supplies and materials should be properly accounted for in a control book to be kept and maintained by the authorized personnel of the CONTRACTOR and noted by the End-user. There shall be a joint inspection by the End-user and the CONTRACTOR to check if there are discrepancies in the quantity of items delivered.

5. Mops shall be color-coded according to the purpose intended. Mops for comfort rooms shall not be used for general floor cleaning. All tools and equipment shall be stored out of sight after each use.

6. The CONTRACTOR's janitorial plan shall have provisions for such other activities, supplies, material, tools and equipment that are not found in the annexes herein, but are necessary and vital to achieve the desired results at no extra cost to the Procuring Agency.

Republic of the Philippines



Government Procurement Policy Board