

REPUBLIC OF THE PHILIPPINES  
**DEPARTMENT OF FINANCE**  
ROXAS BOULEVARD CORNER P. OCAMPO SR. STREET  
MANILA 1004

# Provision of Janitorial Services in the Department of Finance for CY 2022

November 2021  
ITB No. 2021-15-G

# 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** – BangkoSentral 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.



## INVITATION TO BID FOR THE PROVISION OF JANITORIAL SERVICES IN THE DEPARTMENT OF FINANCE FOR CY 2022

1. The **Department of Finance**, through the **authorized appropriations under the FY 2022 National Expenditure Program** intends to apply the sum of **Fifteen Million Six Hundred Thousand Pesos (₱15,600,000.00)** being the ABC to payments under the contract for the **Provision of Janitorial Services in the Department of Finance – ITB No. 2021-15-G**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Department of Finance** now invites bids for the above Procurement Project. Delivery of the Goods is required **within the duration of 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 restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from DOF BAC Secretariat and inspect the Bidding Documents at the address given below during office hours from Mondays to Fridays at 9:00 AM to 3:00 PM.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **November 12 – December 1, 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 **Fifteen Thousand Six Hundred Pesos (₱15,600.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.
6. The **Department of Finance** will hold a Pre-Bid Conference<sup>1</sup> on **November 19, 2021, 10:00 AM** through video conferencing or webcasting *via Google Meet*. Interested bidders may send a letter of intent containing names and email addresses of participants, which shall be open to prospective bidders.

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<sup>1</sup> May be deleted in case the ABC is less than One Million Pesos (₱1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below or electronic submission through our Cloud-Based Electronic Procurement System on or before **December 1, 2021, 9:30 AM**. 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 1, 2021, 10:00 AM** at **DOF Library, G/F DOF Building, Roxas Boulevard, Malate, Manila** and/or via **Google Meet**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The Schedule of bidding activities is as follows:

<b>ACTIVITIES</b>	<b>SCHEDULE</b>
Advertisement/Posting of Invitation to Bid	November 12, 2021
Issuance and Availability of Bidding Documents	Starting November 12, 2021
Pre-Bid Conference	November 19, 2021, 10:00 AM
Last Day of Request for Clarification	November 21, 2021 (by email)
Last Day for Issuance of Supplemental Bid Bulletin	November 24, 2021
Deadline for Submission of Bids	December 1, 2021, 9:30 AM
Opening of Bids	December 1, 2021, 10:00 AM

11. The **Department of Finance** 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.
12. For further information, please refer to:

Eden C. Zamora  
 DOF BAC Secretariat, Procurement Management Division  
 7/F EDPC Building, BSP Complex, Roxas Boulevard, Manila  
 Email Address: bac@dof.gov.ph  
 Telephone No.: 5317-6363 loc. 2189 or 8526-4786  
 Website: www.dof.gov.ph

13. You may visit the following websites:

For downloading of Bidding Documents: <https://www.dof.gov.ph/about/procurement/>

For online bid submission: The link will be shared upon purchase of bidding documents.

**GIL S. BELTRAN**  
Undersecretary and  
DOF BAC Chairperson

## ***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, Department of Finance wishes to receive Bids for the **Provision of Janitorial Services in the Department of Finance for CY 2022**, with identification number **ITB No. 2021-15-G**.

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 **2022** in the amount of **Fifteen Million Six Hundred Thousand Pesos (₱15,600,000.00)**.

2.2. The source of funding is: **NGA, the National Expenditure Program**.

## **3. Bidding Requirements**

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

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

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

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

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

## **5. Eligible Bidders**

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

5.2. Foreign ownership 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:

**The Bidder must have completed a single contract that is similar to this Project, 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: **Subcontracting is not allowed.**

- 7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.

- 7.3. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.

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

## 8. Pre-Bid Conference

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

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

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

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

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB Clause 5.3** should have been completed within **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 Declaration<sup>2</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **one hundred twenty (120) calendar days from the bid opening**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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<sup>2</sup> 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.



## **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**.

## **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**

20.1. For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.

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> <p style="margin-left: 40px;">a. <b>Provision of Janitorial Services</b></p> <p style="margin-left: 40px;">b. completed within <b>five (5) years</b> prior to the deadline for the submission and receipt of bids.</p>
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP Manila or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p style="margin-left: 40px;">a. The amount of not less than <b>Three Hundred Twelve Thousand Pesos (₱312,000.00)</b> [2% of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p style="margin-left: 40px;">b. The amount of not less than <b>Seven Hundred Eighty Thousand Pesos (₱780,000.00)</b> [5% of ABC] if bid security is in Surety Bond.</p>
19.3	<b>One (1) Lot – Provision of Janitorial Services in the Department of Finance for CY 2022</b>
20.2	<p>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 LCB, the Bidder shall submit the following documentary requirements:</p> <p style="margin-left: 40px;">(a) Latest Income Business Tax Returns filed through the Electronic Filing and Payments System (EFPS):</p> <ol style="list-style-type: none"> <li>Annual Income Tax Return (BIR Form 1702) for CY 2019 and CY 2020; and</li> <li>Proof of VAT payments filed for CY 2021: <ul style="list-style-type: none"> <li>April 2550M 2021</li> <li>May 2550M 2021</li> <li>June 2550Q 2021</li> <li>July 2550M 2021</li> <li>August 2550M 2021</li> <li>September 2550Q 2021</li> </ul> </li> </ol> <p>BIR Tax Registration Certificate (BIR Form 2303).</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 IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

## **5. Warranty**

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

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

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

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

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

### **Notes on the Special Conditions of Contract**

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

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

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

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



## Special Conditions of Contract

GCC Clause	
1	<p>Additional Conditions for the completion of this Contract. The winning bidder shall be responsible for the following:</p> <ul style="list-style-type: none"> <li>a. The Contract should be covered with Non-Disclosure Agreement. All information in regards with the contract and implementation should be considered as confidential. All information and documents produced during the implementation of the contract shall be considered as the DEPARTMENT's property. Any vital information or sensitive issues of the DEPARTMENT are restricted for dissemination.</li> <li>b. The Contract price shall not be subject to any adjustment for the duration of the Contract, except as otherwise provided by law. Any mandatory approved Wage Increase or adjustment in the monthly SSS Contribution should not increase the administrative cost for this contract because, in cases where a new law or regulation was promulgated after the date of the bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a "no loss-no gain basis" as specified in Section 61.2, Rule XIX-Contract Prices and Warranties of the Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184 otherwise known as "Government Procurement Reform Act".</li> </ul> <p>The Contract price should include but not limited to the following:</p> <ul style="list-style-type: none"> <li>1. Administrative Expenses (10%) <ul style="list-style-type: none"> <li style="padding-left: 40px;">Office Supplies and Equipment</li> </ul> </li> <li>2. VAT (12%)</li> </ul> <ul style="list-style-type: none"> <li>c. The Janitorial Service Personnel shall be entitled to additional remuneration, such as reasonable meal allowance and hazard pay on a reimbursable basis for the number of days physically reporting for work specified in an official Department Order issued during National Emergency, subject to existing government accounting and auditing rules and regulations.</li> </ul>
2.2	No further instructions.
4	No further instructions.

## *Section VI. Schedule of Requirements*

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

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Delivered, Weeks / Months</b>
<b>A.1</b>	<p><b><u>SUPERVISOR</u></b></p> <ul style="list-style-type: none"> <li>- Male/Female</li> <li>- Physically and Mentally Fit</li> <li>- Sixty (60) years old and below</li> <li>- Two (2) years of college studies</li> <li>- Professionally Trained</li> <li>- Must have relevant training for the past five (5) years</li> <li>- Must have experienced in supervising a manpower complement of more than 30 janitors</li> </ul>	<b>1</b>	<b>12 months</b>
<b>A.2</b>	<p><b><u>JANITOR</u></b></p> <ul style="list-style-type: none"> <li>- Male/Female</li> <li>- Physically and Mentally Fit</li> <li>- Must be 18-60 years old</li> <li>- At least High School Graduate</li> <li>- Professionally Trained</li> <li>- Must have relevant training for the past two (2) years</li> <li>- At least two (2) janitors must possess practical know-how in gardening and landscaping</li> </ul>	<b>50</b>	<b>12 months</b>
<b>A.3</b>	<p><b><u>PERSONAL ADMINISTRATIVE MANAGER</u></b></p> <ul style="list-style-type: none"> <li>- 1 Male/Female</li> <li>- Physically and Mentally Fit</li> <li>- Must have a Certificate/Diploma relevant to the work assignment.</li> <li>- Honest/Reliable</li> <li>- Professionally Trained</li> <li>- Must have a relevant experience to the proposed assignment</li> </ul>	<b>1</b>	<b>12 months</b>

**NOTE: The CONTRACTOR shall deploy Janitorial Service Personnel that are fully vaccinated against COVID-19 and submit copies of all vaccination cards prior to deployment.**

<b>Item Number</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>USAGE</b>	<b>QTY</b>
<b>B.</b>	<b>MATERIALS/SUPPLIES/CLEANING AGENTS to be provided by the Contractor on a <u>Monthly Basis</u></b>			
1	Air Freshener (Lysol), 340g	Can	Offices	15
2	All Purpose Cleaner	Gal	Flooring/CR/hallway	8
3	Bleaching Agent	Gal	Rags	5
4	Bowl & Urinal Cleaner, Bactericidal	Gal	CR	2
5	Carpet Shampoo	Gal	Flooring	6
6	Carpet Stain Remover	Gal	Flooring	6
7	Deodorant Cake (deodorizer, moth proofer) 99% par dichlorobenzene, 50gms. Multi scent brand	Pc	Comfort Rm	100
8	Deodorizer, Automatic Refill Glade for offices (Lavender)	pc	offices	50
9	Complete Wax (Johnson or its equivalent)	Gal	Flooring (pantry/hallway)	2
10	Cleaning Towel, color coded (3)	pcs	Office/CR	33
11	Forward	Gal	Scrubbing floors	1
12	Furniture Polish (Pledge or equivalent) 330ml	can		12
13	Glass Cleaner	gal	Glass Surface	3
14	Insecticide (Baygon or equivalent) 500ml	can		5
15	Liquid Hand Soap with Olive Oil or Aloe vera	Gal	CR	12
16	Marble Crystallizer (Novater)	Gal	Marble Surface	1
17	Metal Polish, 150ml	Cans	DOF Logo/Stairs /Handle	20
18	Rags	Kilos	CR/Pantry	5
19	Scouring Pad - Scotch Brite	Pcs	CR	15
20	Spray Bottle, 500ml	Pcs.		8
21	Broom Stick	Pcs	Garden/CR	10
22	Plastic Broom	Pcs	Carpet	5
23	Tissue-Jumbo	Rolls	CR	300
24	Trash Bag (XL/XXL) plastic, gusseted type Color Coded (3) white, yellow, green	Pcs.		500
25	Trash Bag (M) Black	Pcs.		300
26	Sando Bag Red	Pcs.	CR	200
27	Powder Soap	Kilos		10
28	Face Shield	pcs		52
<b>NOTE: CLEANING MATERIALS TO BE USED SHOULDN'T HAVE FOUL ODOR</b>				
<b>C.</b>	<b>SUPPLIES to be provided by the Contractor on a <u>QUARTERLY BASIS</u></b>			
1	Bowl Brush, Plastic	Pc	CR/Urinal/Lavatory	3
2	Scrub Brush-Nylon	Pc.	For Pebbles Stairways	2
3	Dust Pan	Pc		10
4	Glass Squeegee with detachable long handle	Pc.	Glass surface	8

<b>Item Number</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>USAGE</b>	<b>QTY</b>
5	Facemask	100/ Box	Janitors	52
6	Gloves	Pc	Janitors	51
7	Hand Brush	Pc.	CR	5
8	Mop Handle - stainless	Pc.	Pantry/CR	5
9	Mop heads (color coded) 3 sets	Pcs	Pantry/CR/Hallway	15
10	Pail, 10 liters	Pc.	CR	5
11	Polishing Pad size 16" white	Pc.	Marble / Pantry	6
12	Crew / Stride	Liter (2.5)	CR/Urinal/Lavatory	3
13	Spatula	pc		5
15	Stripping Pad size 16" Black	Pc.		5
16	Wipe Out, 250g	can		5
17	Floor Squeegee	pcs		3
18	Steel wool, Gr 0000, 1kg per roll	roll		1
19	Disinfectant Solution, Virux, 100 tablet	Bottle		2
20	PPE for Disinfection	sets		6
<b>D.</b>	<b>CLEANING EQUIPMENT to be provided By the Contractor</b>			
1	Carpet Extractor	unit		2
2	Carpet Sweeper Rubber Maid	<b>unit</b>		8
3	Dusting Wand microfiber	unit		4
4	Garden Bolo	Pc		1
5	Grass Cutter	Unit		2
6	Mop Squeezer with wringer	Unit		8
7	Portable Blower, 600W	unit	Carpet	1
8	Trash Can. 96 gal	Unit		5
9	Water Hose with Sprinkler head (50 m)	Set		1
<b>E.</b>	<b>ADDITIONAL EQUIPMENT</b>			
1	Push cart, 150kg	unit		2
2	Caution Sign, A type	pc		20
3	Garden Pruning Scissors	pcs		2
4	Rubber Boots	pairs		3
5	Rubberized Rain Coats	sets		3
6	Chemical Sprayer, 18 liters	sets		2
7	Pressure Washer	sets		2
8	Uniforms (2-Polo Jacket and 1-Polo Shirt)	sets		1
<b>F.</b>	<b>Cleaning Equipment that should be provided by the CONTRACTOR without cost to DOF.</b>			
1	Polisher Floor 16", Low speed	Unit	All Hallway	4
2	Polisher Floor 16", High speed	Unit	All Pantry	1
3	Vacuum cleaner (wet/dry), 20 liter	Unit		8

**I hereby certify to comply and deliver all the above requirements.**

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

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## ***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. A statement in the Bidder's statement of compliance 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 applicable laws and issuances.

Item No.	DESCRIPTION	Statement of Compliance
<b>1</b>	<b>Stability of the Company</b>	
	<p><b>a) Years of Experiences</b></p> <ul style="list-style-type: none"> <li>- Has been in the business for ten (10) years</li> <li>- Has provided janitorial services to government and financial institution</li> <li>- Bidder shall submit certification under oath of list of contracts completed for the past five (5) years (CY 2016 to 2020)</li> </ul>	
	<p><b>b) Organizational Set-up</b></p> <ul style="list-style-type: none"> <li>- Submit a certification under oath of an updated copy of Company profile, list of key officials, incorporators or stockholders</li> </ul>	
<b>2</b>	<b>Resources</b>	
	<p><b>a) Number and Kind of Cleaning Equipment</b></p> <ul style="list-style-type: none"> <li>- Submit an undertaking on the ownership of the equipment</li> <li>- Submit an undertaking on the adequacy of supply for one (1) month</li> </ul> <p><b>b) Number of Janitors/Supervisors</b></p> <ul style="list-style-type: none"> <li>- Submit certification under oath of its janitorial service complement of at least 1,000 personnel (supervisor and staff) deployed to clients for CY 2019 &amp; 2020</li> </ul>	



Item	Specifications	Bidder's Proposed Specifications	Statement of Compliance
3	<b>Housekeeping Plan (should be submitted after the issuance of the NTP)</b>		
	<p><b>a) Scope of work should be both exterior and interior parts of the building</b></p> <ul style="list-style-type: none"> <li>- DOF Building (Ground Floor - Roofdeck) and 7<sup>th</sup> Floor and some areas of 8<sup>th</sup> Floor, EDPC Bldg.</li> <li>- Driveway and Ground Parking Area</li> <li>- Women's Park</li> <li>- Concrete pavement/rooftop/ elevator and fire exits</li> <li>- Submit proposed housekeeping plan for DOF</li> </ul>		
4	<b>Other factors</b>		
	<p><b>a) Recruitment and Selection Criteria</b></p> <ul style="list-style-type: none"> <li>- Submit company policy on recruitment/ selection criteria of supervisors and janitors</li> </ul> <p><b>b) Accessibility</b></p> <ul style="list-style-type: none"> <li>- Submit sketch/map of office going to the DOF</li> </ul> <p><b>c) Benefits entitled to Janitors/Supervisor</b></p> <ul style="list-style-type: none"> <li>- Submit certification under oath of the additional benefits entitled for Janitors and Supervisor to be deployed in the DOF</li> </ul>		

**SCOPE OF SERVICES TO BE PROVIDED BY THE CONTRACTOR**

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 CY 2022 for the DOF in

accordance with its prescribed benchmarks, standards, methodologies and approved janitorial plans and manpower deployment schedule through public bidding.

## **WORKMANSHIP**

Only qualified and skilled personnel of the CONTRACTOR 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.

## **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.

*Certificate of Site Inspection should be attached in the Bid Proposal.*

## **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, hauling and other related services to be rendered due to lack of supplies or defective tools and equipment.

## **PRE-TERMINATION CLAUSE**

The Procuring Agency reserves the right to pre-terminate this janitorial contract after thirty (30) calendar days written notice to the CONTRACTOR 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 DOF 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 mandatory 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 (Annex A) to be done before the end of each year and should there be a considerable delay in the payment of salaries and wages of its janitors, as above mentioned, the DOF, after

informing the CONTRACTOR, may opt to pay the janitors 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 DOF

5. Any other act or omission committed by the CONTRACTOR or its supervisor/service personnel which is detrimental or prejudicial to the interest of the DOF, its employee(s), member(s) or public.

## **CONTRACTOR'S RESPONSIBILITIES**

1. The 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 GSD-CAO.
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 Supervisor deployed at the DOF shall agree to abide with its performance and security requirements in general and in the department/office where they are assigned at all times; and comply promptly with the directives, instructions and existing rules and regulations of the Department. For this purpose, all service personnel shall attend an orientation seminar or briefing to be conducted by the DOF before they are allowed to work at the Department.
4. The CONTRACTOR shall provide the required uniforms to all janitorial service personnel appropriate to their positions.
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 DOF.
6. The CONTRACTOR shall provide their own office equipment and office supplies such as Bundy clock, computer, printer, DTR holder, etc. as part of their administrative cost and at no extra cost to the DOF.
7. The CONTRACTOR shall agree and confirm to the scope of services/work, specifications, standards and methodologies, benchmark, guidelines, procedures and manpower deployment set by the DOF. The CONTRACTOR may complement it with his own plan and schedule of distribution of supplies and materials as well as the tools and equipment to be used and training(s) of employees to attain janitorial service objectives.
8. The CONTRACTOR shall see to it that their personnel use appropriate Personal Protective Equipment when performing activities/tasks that would require its use.
9. The CONTRACTOR may communicate their problems or difficulties encountered during the period of the contract as well as give suggestions or recommendations to improve relationship with the DOF and services rendered, during weekly coordination meetings or in WRITING, for proper action.

## **DURING PROJECT IMPLEMENTATION**

1. The CONTRACTOR will prepare Weekly Work Activity Plan
2. Work Program for General Cleaning and other related janitorial services – to be submitted every Friday

3. Accomplishment Report of the General Cleaning Works - to be submitted every Monday
4. Monthly Inventory Report of janitorial tools and equipment – to be submitted every first week of the succeeding month.

## **PERSONNEL**

1. The CONTRACTOR shall provide the required number of service personnel and supervisors at all times as stipulated in the manpower complement and deployment.
2. The Supervisor/s, 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 Supervisor/s 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 DOF. In case there are incoming relievers who will report to the Department, to replace current relievers during the implementation of the contract, the above-mentioned documents will also be submitted to the GSD-CAO.
5. The service personnel assigned at the DOF 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 ten (10) relievers for the DOF available at any time to take over in case some regular service personnel are absent at no extra cost to the DOF. Forced day-offs of regular service personnel will not be allowed. In no case, shall the service be sub-contracted. No trainees shall be allowed as a reliever even if they are allowed and identified as such.
8. The CONTRACTOR shall absorb at least twenty percent (20%) of the qualified personnel of the DOF's present CONTRACTOR. The service personnel assigned shall only be allowed to work after they have been further screened and accepted by the GSD-CAO. The DOF, however, reserves the right to demand the immediate replacement of any service personnel assigned by the CONTRACTOR to the job who, in opinion of the former, is wanting in competency, with questionable honesty and integrity or whose services will be prejudicial to the interests of the DOF. The CONTRACTOR shall give written notice to the GSD-CAO whenever any of these service personnel are to be replaced or removed. The number of janitors/janitresses required in the Contract may be revised in accordance with the needs of the DOF.
9. The employees of the Contractor are not employees of the DOF neither is there an employer-employee relationship between the DOF and the CONTRACTOR. Consequently, the DOF 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 DOF. The CONTRACTOR, however, shall abide by the procedural and substantial requirements of the Labor Code of the Philippines.
11. All personnel assigned in the DOF should be directly under the supervision of the GSD-CAO.

12. All personnel should be fully vaccinated for COVID-19 prior to deployment in the DOF.

### **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 DOF shall a janitor/utility/hauler be allowed to work beyond the specified 8-hour limit and during legal and special holidays subject for verification and approval by the GSD-CAO.
3. The CONTRACTOR shall submit to the GSD-CAO not later than 4:00 p.m. each day the Daily Toilet Cleaning Checklist signed by the CONTRACTOR's authorized personnel and End-user's respective building supervisor.
4. Overtime services may be allowed but subject for verification and approval by the GSD-CAO. Only authorized overtime services shall be compensated.
5. 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 Department.

### **MONITORING AND VALIDATION OF ATTENDANCE**

1. The Supervisor shall prepare a summary of attendance of the service personnel
2. The daily time records and attendance log sheets, prepared by the CONTRACTOR's authorized Supervisor and checked by the GSD-CAO shall be the basis in the preparation of payroll and payment by the DOF.

### **PAYMENTS**

1. The labor cost must be based on the Minimum Wage Law.
2. The DOF shall pay the CONTRACTOR based on the man-days/hours rendered by the service personnel (regular & relievers) in accordance with the prevailing minimum wage rate. Payments for the services rendered by the supervisor and janitors assigned at the DOF shall be processed by the GSD-CAO upon submission of the CONTRACTOR's Statement of Account.
3. The 13<sup>th</sup> month pay of the service personnel shall only be paid to the CONTRACTOR upon submission of proof of payment to the service personnel.
4. Payment for the required janitorial supplies/materials shall be based on actual deliveries made by the CONTRACTOR.
5. Payment of overtime shall not exceed 50% of the annual basic salary.
6. The bi-monthly billings consisting of the labor cost, amount due to government agencies, supplies and materials, administrative cost and value added tax (VAT) as approved per contract, shall be submitted by the CONTRACTOR to the GSD-CAO 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 and will result to none processing of payment due to incomplete documentation.
  - 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 GSD-CAO;
  - 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 DOF 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 GSD-CAO 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 DOF.
11. The GSD-CAO shall prepare the Disbursement Voucher duly signed by the authorized signatories together with the summary of attendance, billing and supporting documents for processing of payment to the Accounting Department.
12. It is understood that all payments shall be subject to the government accounting and auditing rules and regulations.
13. The Contractor shall ensure that their performance bond is valid until the DOF 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.

## **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 DOF 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 DOF 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 DOF in connection with the performance of their duties and shall free the Department for any legal suit or liabilities in connection therewith.

## **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.)

## **ELIGIBILITY CRITERIA**

The Prospective Bidder should have at least five (5) years of experience in providing janitorial services with exposure preferably in government financial institutions and other government offices. The Certificate/s of Satisfactory Performance issued by the Procuring Agency for the said project shall be submitted.

## **DAILY ROUTINE SERVICES (INDOOR)**

1. Cleaning of all horizontal and vertical surfaces such as floors, ramp walls, windows, window ledges, window panels, vertical blinds, railing doors, ceiling, etc.;
2. Sweeping and mopping (dry and wet) of horizontal surfaces;
3. Sweeping and mopping (dry and wet) of stairways, hallways lobbies and corridors;
4. 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;
5. 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;
6. Emptying, collecting and cleaning of trash receptacles and waste containers and disposal of trash to the trash storage areas;
7. Keeping the stairway and entrances from obstructions;
8. Watering of indoor plants and stems of fresh flowers, damp-wiping of artificial plants and flowers, ridding its pots and planters boxes;
9. Wiping of windowsills, window panes, glass mirrors, aluminum/stainless and steel frames and doors;
10. Wiping of tables, chairs, steels and wooden cabinets, electric fans, telephone instruments and other equipment;
11. Thorough cleaning of all glass panels, glass doors, glass window and glass walls by means of the approved glass cleaners; and
12. Thorough cleaning of stairs, elevators and fire exits.

## **DAILY ROUTINE SERVICES (GROUNDS/GARDEN)**

1. Sweeping of driveways, rooftop, concrete pavements, premises of building and parking areas including Women's Park;
2. Sweeping and cleaning rubbish and leaves in the surroundings;
3. Emptying and cleaning waste/trash cans in the premises;
4. Pulling of weeds;
5. Watering of plants; and
6. Hose washing and sweeping with hard broom all cement grounds.

## **DAILY SERVICES (OFFICES)**

1. Sweeping, mopping, spot scrubbing, waxing and polishing of all floors, shall be serviced continuously during hours of public use to guarantee cleanliness;
2. Cleaning, sanitizing and disinfecting of all comfort rooms, wash rooms with the use of high quality resources, wash basins, urinal and toilet bowls with the most efficient disinfectant;
3. Dusting and cleaning of all glass tops, inside and outside windows and doors, window ledges, air vent partitions, furniture and fixtures which requires specialized maintenance;
4. Disposal of trash, rubbish and garbage from the confines of the buildings to receptacles provided for the purpose;
5. Reporting of all breakage, electrical malfunctions and other deficiencies that require the attention of the administration;
6. Sweeping soft carpets and vinyl tiles, polishing of vinyl and marble floors, mopping and wet wiping of entrance floors, degreasing and disinfecting of surfaces when necessary;
7. Spot cleaning or glazed areas or glass hot plates, care and maintenance of cleaning machines and other cleaning equipment, cleaning of supply room and removal of cobwebs; and
8. Regular cleaning of walls, mirrors by janitors/janitress assigned in a particular areas and making sure that all doormats are clean and dry.

## **WEEKLY ROUTINE SERVICES**

1. Washing, scrubbing, waxing and polishing of all floors;
2. Washing of the inside glass windows;
3. Thorough cleaning, waxing and polishing of trash receptacles;
4. Wash all garbage cans with soap and water;
5. Wash light diffusers, front and back of the glass doors and windows;
6. Clean thoroughly all venetian blinds and refrigerators, if any;
7. General cleaning of walls and stripping of floor of offices, hallways and stairways;
8. Thorough cleaning, dusting and damp-wiping of vertical surfaces such as walls, partitions, windows, doors and glass walls;
9. Thorough dusting-off and cleaning of office furniture and equipment;
10. Cleaning and polishing of internal and external part of windows and panels, chandeliers and other lighting fixtures and brass signage;
11. Washing and drying of rubber matting;
12. General cleaning of (washing with detergents) of trash cans/bins;



13. Trimming ornamental plants/grasses; and
14. Applying insecticides and cutting dry leaves.
15. Thorough disinfection of all DOF premises.

**MONTHLY ROUTINE SERVICES**

1. Cleaning and dusting of open top areas of lockers, cleaning vertical surfaces of furniture, scrubbing of walls and tracheas of open ceiling, stripping, sealing and furnishings of floors;
2. Thorough cleaning, sanitizing, scrubbing and disinfecting of comfort rooms, toilet fixtures, lavatories and wash rooms with the use of high quality resources and equipment;
3. Dusting and removing of cobwebs from ceiling of the premises;
4. Cleaning of ornamental plants and polishing of metal signs;
5. General cleaning of draperies and blinds;
6. Disinfecting and sanitizing of all comfort rooms;
7. Performing functions during meetings and other special activities/occasions such as but not limited to cleaning the conference rooms, serving snacks and washing of items/materials used during meetings;
8. Carrying, transporting or moving of office furniture, equipment and supplies within the DOF premises;
9. Fetching water and filling of containers when water is not available;
10. Reporting of any damage to pipe plumbing water and toilet facilities, electrical installation, damaged furniture and fixture which needs immediate repair;
11. Putting of rat baits and removing dead rats in areas where traces of infestations are seen; and
12. Shampooing of carpets as required and as maybe directed by the office head concerned.

**OTHER JANITORIAL ACTIVITIES** and related services that maybe assigned from time to time by the DOF officials and employees.

**JANITORIAL MAINTENANCE WORKS**

<b>Scope of Service</b>	<b>Required Standard</b>	<b>Methodology</b>	<b>Frequency</b>
1. Floors, stairways staircases, ceilings, light and A/C diffusers and all other horizontal surfaces.	◦ Clean and glossy floors.	◦ Follow the processes, materials and equipment to be used for each type of horizontal surfaces.	As specified
	◦ Free from litters, water spots, stains, germs, foul smell, dust, dirt and cobwebs.	◦ Remove gums with spatula or any stain from floor with cleaning solution	As necessary
	◦ Fire escape stairways always free from obstruction	◦ Provide mops, floor squeegees to all work areas, hallways and	During rainy days only

Scope of Service	Required Standard	Methodology	Frequency
		lobbies to keep out water and mud. ° Scrub stairways/staircases of dusts, dirt, stains and other foreign matter. ° Clean and mop dry fire escape stairways. Remove any obstruction thereon. ° Use vacuum cleaner to minimize dust accumulation. ° Clean light diffusers, A/C diffusers from dust accumulation ° Remove cobwebs from ceiling ° Crystallization of marble	Daily  Daily  Weekly  Weekly  Weekly  Yearly
2. Walls, all kinds of doors, partitions and all other vertical Surfaces	° Clean walls, doors, air vent outlets, glass partitions and all other vertical surfaces within the building premises-free from dust, dirt and stains,	° Follow the procedures, materials and equipment to be used for each type of vertical surfaces. ° Wipe off stains embedded in walls, doors, partitions, etc. with mild cleaning solution. ° Wipe all door knobs with disinfectant to eliminate transfer of germs and bacteria. ° Wipe and polish all varnished wooden doors, walls, partitions and other wooden items with furniture polish.	As specified  Daily  Daily  Weekly

<b>Scope of Service</b>	<b>Required Standard</b>	<b>Methodology</b>	<b>Frequency</b>
3. Windows, steel grilles, aluminum frames and glass panels	◦ Clean and clear window glass panels, grilles and aluminum frames	◦ Wipe all glass panels/windows inside for clean and clear view using a glass squeegee	Weekly
		◦ Clean and polish all frames of windows to minimize rust and dust accumulation, mildew and molds	Weekly
4. Comfort Rooms,	◦ Clean and sanitized  ◦ Toilet fixtures, mirrors, etc. should be free from stains, dirt, germs and foul smell.	◦ Follow the processes and materials and equipment to be used in the treatment of toilet fixtures and walls.	As specified
		◦ Empty and wash trash receptacles and disinfectant to keep out bacteria and germs	Daily
		◦ Make Common and Executive toilets always clean and sanitized.	Daily
		◦ Clean and wipe all water closets and urinals after every use to eliminate foul odor.	Daily
		◦ Clean with glass cleaner and wipe dry all mirrors free of stains and water marks	Daily
		◦ Clean with light diffusers and bulbs to have brighter illumination.	Daily
5. Office Area, Furniture, Equipment and Fixtures - tables - chairs - cabinets - office equipment - fixtures	◦ Clean and sanitized at all times - free from dust, stains and pests.	◦ Remove dust, stains, marks on top of tables, cabinets, chairs and office equipment using a microfiber cleaning cloth	Daily

Scope of Service	Required Standard	Methodology	Frequency
		<ul style="list-style-type: none"> <li>◦ Empty waste baskets and disinfectant to eliminate germs and bacteria.</li> <li>◦ Apply wood polish to all wooden furniture to maintain a glossy and clean appearance.</li> <li>◦ Shampoo all fabric upholstered chairs and vacuum-clean.</li> <li>◦ Check, left-over food, Sweep, scrub and mop all floors of pantry</li> </ul>	<p style="text-align: center;">Daily</p> <p style="text-align: center;">Weekly</p> <p style="text-align: center;">Monthly and as necessary</p>
6. Pantry	<ul style="list-style-type: none"> <li>◦ Clean and sanitized at all times - free from dust, stains and pests.</li> <li>◦ Clean walls, floors, railings and other vertical and horizontal surfaces</li> <li>◦ Free from litters, water spots, stains, germs, foul smell, dust, dirt and cobwebs.</li> </ul>	<ul style="list-style-type: none"> <li>◦ Report presence of rodents, insects and pests to the End-user</li> <li>◦ Remove dust, stains, marks on top of tables and chairs</li> <li>◦ Check, left-over food, Sweep, scrub and mop all floors of the pantry</li> <li>◦ Conduct general cleaning, scrubbing, polishing and disinfecting of the pantry.</li> <li>◦ Empty waste baskets and disinfectant to eliminate germs and bacteria.</li> <li>◦ Collection of garbage will be done thrice a day and during overtime.</li> </ul>	<p style="text-align: center;">Daily</p> <p style="text-align: center;">Daily</p> <p style="text-align: center;">Daily</p> <p style="text-align: center;">Weekly</p> <p style="text-align: center;">Daily</p> <p style="text-align: center;">Daily</p>
7. Gym	◦ Clean and free from dust, insects and germs	◦ Remove dust, stains, marks on top of tables, cabinets,	Daily

Scope of Service	Required Standard	Methodology	Frequency
	<ul style="list-style-type: none"> <li>◦ Clean walls, floors, railings and other vertical and horizontal surfaces</li> </ul>	<ul style="list-style-type: none"> <li>chairs and gym equipment using a microfiber cleaning cloth</li> <li>◦ Shampoo all fabric upholstered chairs and vacuum-clean.</li> <li>◦ Collection of garbage will be done twice a day.</li> </ul>	<p style="text-align: center;">Weekly</p> <p style="text-align: center;">Daily</p>
8. Records and Stock Rooms	<ul style="list-style-type: none"> <li>◦ Clean and free from dust, insects and germs</li> </ul>	<ul style="list-style-type: none"> <li>◦ Report presence of rodents, insects and pests to the End-user</li> <li>◦ Vacuum-clean all records</li> <li>◦ Sweep, scrub and mop all floors of stockrooms</li> </ul>	<p style="text-align: center;">Immediately</p> <p style="text-align: center;">Weekly</p> <p style="text-align: center;">Daily</p>
9. Blinds and Carpets	<ul style="list-style-type: none"> <li>◦ Clean and free from dust, stains, germs and foul odor.</li> </ul>	<ul style="list-style-type: none"> <li>◦ Check gums, dirt from carpets. Remove gums with cleaning solution and stain remover to preserve appearance. Vacuum clean carpets.</li> <li>◦ Wipe off dust and dirt from surfaces of blinds</li> <li>◦ Remove, wash and rinse blinds and reinstall to original position.</li> <li>◦ Shampoo carpets and vacuum-clean and dry.</li> </ul>	<p style="text-align: center;">Daily</p> <p style="text-align: center;">Daily</p> <p style="text-align: center;">Weekly</p> <p style="text-align: center;">Quarterly</p>
10. Building Surroundings	<ul style="list-style-type: none"> <li>◦ Clean and litter-free parking areas, driveways and sidewalks &amp; ramp.</li> </ul>	<ul style="list-style-type: none"> <li>◦ Sweep away all dried leaves and litters of the whole surroundings up to the street sidewalks. Dispose to garbage bins.</li> <li>◦ Clean and remove leaves, dirt and debris from roof decks and</li> </ul>	<p style="text-align: center;">Daily</p> <p style="text-align: center;">Daily</p>

Scope of Service	Required Standard	Methodology	Frequency
		<p>gutters that would obstruct the flow of rainwater.</p> <ul style="list-style-type: none"> <li>◦ Pressure wash concrete and pebble-washout surfaces from grease, oil and other sticky substances.</li> <li>◦ Keep all drain openings free from accumulated gravel, sand and other foreign materials that impede the flow of surface water.</li> <li>◦ Wash and brush sidewalks to clear up dust, litter and stuck up foreign matter.</li> </ul>	<p>Weekly</p> <p>Weekly</p> <p>Weekly</p>
11. Elevators	◦ Clean walls, floors, railings and other vertical and horizontal surfaces	◦ Conduct general cleaning, scrubbing, polishing and disinfect the elevator interiors. Spray air freshener to maintain clean smell.	Daily
12. Garbage Collection	<ul style="list-style-type: none"> <li>◦ Well-kept and clean garbage disposal area</li> <li>◦ Trash receptacles and garbage bins should be free from foul smell, bacteria and breeding area for insects.</li> </ul>	<ul style="list-style-type: none"> <li>◦ Provide adequate trash receptacles to various work areas with plastic bag.</li> <li>◦ Practice waste segregation in collecting garbage by using color-coded trash bags such as green bag containing biodegradable wastes, clear bag containing non-biodegradable wastes and yellow bag containing recyclables. Collection of garbage will be done twice a day and during overtime. Collected segregated wastes will be deposited to the garbage disposal area.</li> </ul>	<p>As necessary</p> <p>Daily</p>

Scope of Service	Required Standard	Methodology	Frequency
		<ul style="list-style-type: none"> <li>◦ Examine contents of trash receptacles for accidentally disposed but important items.</li> </ul>	Weekly
13. Cleaning of Canopies	<ul style="list-style-type: none"> <li>◦ Clean and free from dried leaves, pieces of paper and other materials</li> </ul>	<ul style="list-style-type: none"> <li>◦ Use safety harness when cleaning canopies of the buildings. Clear canopies from any materials which might clog drains.</li> </ul>	Twice a week or as necessary
12. Other Janitorial Services		<ul style="list-style-type: none"> <li>◦ Make available janitors and materials to attend to urgent requests for additional cleaning works</li> </ul>	As necessary
B. Utility	<ul style="list-style-type: none"> <li>◦ Provide utility works to requesting offices</li> <li>◦ Provide manpower for special projects to be assigned from time to time</li> </ul>	<ul style="list-style-type: none"> <li>◦ Make available a pool of janitors who will perform tasks and requests from various offices and for special projects.</li> </ul>	As necessary
C. Hauling services	<ul style="list-style-type: none"> <li>◦ Providing lifting, moving and hauling works to requesting offices</li> </ul>	<ul style="list-style-type: none"> <li>◦ Make available a pool of haulers who will attend to urgent requests for hauling and transfer of supplies, records, furniture of equipment, etc.</li> </ul>	As necessary

## 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 DOF through the GSD-CAO 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.

1.a. 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 DOF 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. CONTRACTOR shall submit specifications and samples together with appropriate Material Safety Data Sheet/s (MSDS) of its proposed products and materials for evaluation and approval by the GSD-CAO.
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 DOF will be provided by the GSD-CAO.
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 GSD-CAO. There shall be a joint inspection by the GSD-CAO 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 CONTRACTORs 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 DOF.

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

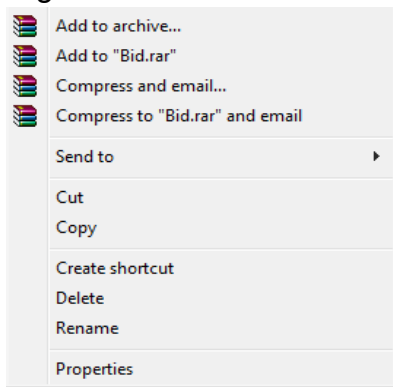
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**Name of Company/Bidder    Signature Over Printed Name of Representative    Date**

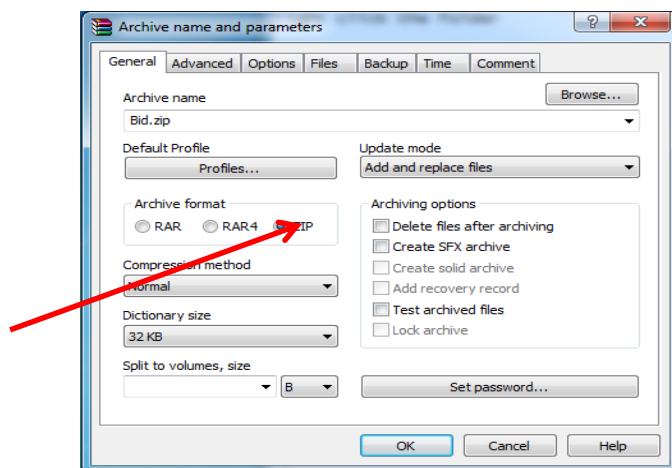


### Steps on How to Zip and Upload Files using Electronic Bid Submission

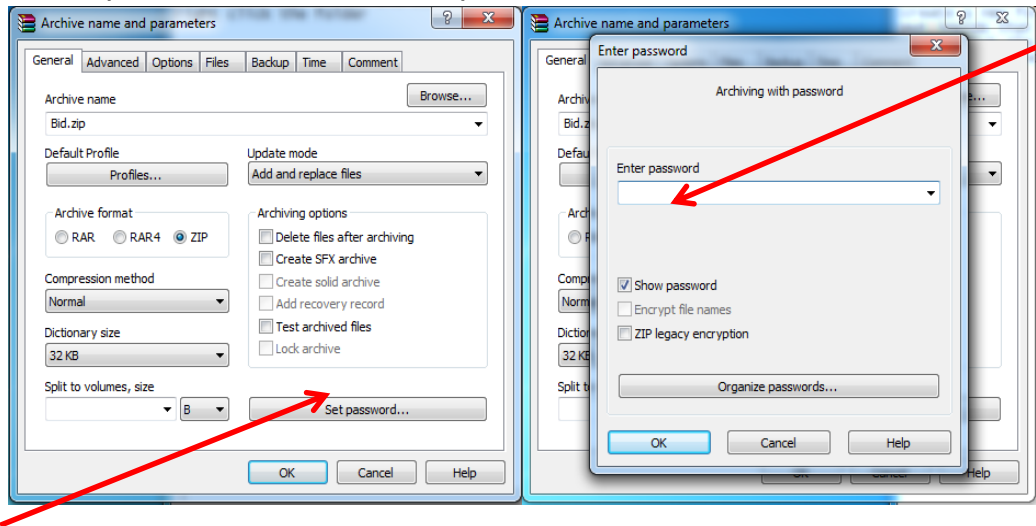
1. Scan or convert the bid documents to PDF format.
2. Download the free WinRAR software (rarlab.com) and install.
3. Create two (2) New Folders.
4. Rename the folders with these formats:
  - a. Technical Bid ITB No. <Insert ITB No.><Insert Name of Company>
  - b. Financial Bid ITB No. <Insert ITB No.><Insert Name of Company>
5. Put the scanned bid documents inside the folders in PDF format.
6. Right click the folder and select “Add to archive...”



7. Select ZIP as “Archive Format”



8. Click “Set password” and enter the password



9. Upload the ZIP file with password in the online link to be shared only to bidders who bought the bidding documents:

TECHNICAL COMPONENT (must be password protected): \*

FINANCIAL COMPONENT (must be password protected): \*

## ***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 Section VI. Schedule of Requirements and Section VII. 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).

## Bid Form for the Procurement of Goods

*[shall be submitted with the Bid]*

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### BID FORM

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

Project Identification No. : \_\_\_\_\_

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

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.

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.

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

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

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

### *Price Schedule*

The following shall be provided by the Contractor for CY 2022:

Per Wage Order NCR No. 22

<b>A. Janitorial Personnel</b>	<b>Supervisor and Janitor (51)</b>	<b>Personal Administrative Manager , SG-15 (1)</b>
No. of Days	313	261
Rate per day, Php	537.00	1,204.23
Amount Payable to the Employee		
Basic Pay		
Service Incentive Leave		
13 <sup>th</sup> Month Pay		
Subtotal		
Amount Payable to the Government (2022)		
Pag-ibig Contribution		
SSS Contribution		
PhilHealth Contribution		
ECC		
Subtotal		
Total Payment to the Employee and Government (Monthly)		
No. of Employee	51	1
<b>Annual Total Cost for Personnel</b>		

#### Materials, Supplies, Cleaning Materials and Equipment

<b>Item Number</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>Unit Cost</b>	<b>Annual Total Cost (Qty x Unit Cost x 12)</b>
<b>B.</b>	<b>MATERIALS/SUPPLIES/CLEANING AGENTS to be provided by the Contractor on a Monthly Basis</b>				
1	Air Freshener (Lysol) 340g	Can	15		
2	All purpose Cleaner, 1 gal	Gal	8		
3	Bleaching Agent, 1gal	Gal	5		
4	Bowl and Urinal Cleaner, Bactericidal, 1 gal	Gal	2		
5	Carpet Shampoo, 1gal	Gal	6		
6	Carpet Stain Remover, 1 gal	Gal	6		
7	Deodorant Cake, 50g	Pc	100		
8	Deodorizer, Automatic Refill Glade (Lavender)	pc	50		
9	Complete Wax (Johnson or equivalent), 1 gal	Gal	2		
10	Cleaning Towel, color coded (3)	pcs	33		



11	Forward, 1gal	Gal	1		
12	Furniture Polish (Pledge or equivalent), 330ml	can	12		
13	Glass Cleaner, 1 gal	gal	3		
14	Insecticide, 500ml	can	5		
15	Liquid Hand Soap with Olive Oil or Aloe Vera, 1 gal	Gals	12		
16	Marble Crystallizer (Novater), 1 gal	Gal	1		
17	Metal Polish, 150ml	Cans	20		
18	Rags	Kilos	5		
19	Scouring Pad - Scotch Brite	Pcs	15		
20	Spray Bottle, 500ml	Pcs.	8		
21	Broom Stick	Pcs	10		
22	Plastic Broom	Pcs	5		
23	Tissue - Jumbo	Rolls	300		
24	Trash Bag (XL/XXL)plastic, color coded White, Yellow, Green	Pcs.	500		
25	Trash Bag (M) Black	Pcs.	300		
26	Sando Bag Red	Pcs.	200		
27	Powder Soap, kilo	Kilos	10		
28	Face Shield	Pcs	52		
	<b>Subtotal</b>				

**NOTE: CLEANING MATERIALS TO BE USED SHOULDN'T HAVE FOUL ODOR**

<b>C.</b>	<b>SUPPLIES to be provided on a QUARTERLY BASIS</b>	<b>UNIT</b>	<b>QTY</b>	<b>Unit Cost</b>	<b>Annual Total Cost (Qty x Unit Cost x 4)</b>
1	Bowl Brush, Plastic	Pc	3		
2	Brush - Nylon	Pc.	2		
3	Dust pan	Pc	10		
4	Glass Squeegee with detachable long handle	Pc.	8		
5	Facemask, 100s	box	52		
6	Gloves	Pc	51		
7	Hand Brush	Pc.	5		
8	Mop Handle - Stainless	Pc.	5		
9	Mop Heads (color coded) 3 sets White, Green, Red	Pc	15		
10	Pail, 10 liters	Pc.	5		
11	Polishing Pad size 16" white	Pc.	6		
12	Crew/Stride	Liter (2.5)	3		
13	Spatula	pc	5		
14	Stripping Pad size 16" Black	Pc.	5		
15	Wipe Out, 250 g	can	5		
16	Floor Squeegee	pcs	3		
17	Steel Wool, Gr 0000, 1kg per roll	roll	1		
18	Disinfectant Solution, Virux (100 Tablets)	bottles	2		
19	PPE for Disinfection	sets	6		

	<b>Subtotal</b>				
<b>D.</b>	<b>CLEANING EQUIPMENT to be provided By the Contractor</b>	<b>UNIT</b>	<b>QTY</b>	<b>Unit Cost</b>	<b>Annual Total Cost (Qty x Unit Cost)</b>
1	Carpet Extractor	unit	2		
2	Carpet Sweeper rubbermaid	unit	8		
3	Dusting Wands micro fiber	unit	4		
4	Garden Bolo	Pc	1		
5	Grass Cutter	Unit	2		
6	Mop Squeezer with wringer	Unit	8		
7	Portable Blower, 600W	unit	1		
8	Wheeled Trash Can, 96 gal	Unit	5		
9	Water Hose with Sprinkler Heads, 50m	Set	1		
	<b>Subtotal</b>				
<b>E.</b>	<b>ADDITIONAL EQUIPMENT</b>	<b>UNIT</b>	<b>QTY</b>	<b>Unit Cost</b>	<b>Annual Total Cost (Qty x Unit Cost)</b>
1	Push Cart, 150 kg	unit	2		
2	Caution sign, A type	pc	20		
3	Garden Pruning Scissors	pcs	2		
4	Rubber Boots	pairs	3		
5	Rubberized Rain Coat	sets	3		
6	Sprayer, 18 liters	sets	2		
7	Pressure Washer	sets	2		
8	Uniforms (2-Polo Jacket and 1-Polo Shirt)	sets	51		
	<b>Subtotal</b>				
<b>TOTAL COST of Materials, Supplies, Cleaning Materials, Cleaning Equipment and Additional Equipment (Php)</b>					

**ANNUAL TOTAL COST Php** \_\_\_\_\_

(Total Cost for Personnel + Total Cost of Materials, Supplies, Cleaning Materials and Equipment)

**Administrative Cost Php** \_\_\_\_\_

(10% of Annual Total Cost)

**VAT Php** \_\_\_\_\_

(12% of Annual Total Cost and Administrative Cost)

**TOTAL BID COST Php** \_\_\_\_\_

(Annual Total Cost + Administrative Cost + VAT)

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

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

## **Bid Securing Declaration Form**

*[shall be submitted with the Bid if bidder opts to provide this form of bid security]*

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REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.

### **BID SECURING DECLARATION** **Project Identification No.: *[Insert 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 procurement 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 No. 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; and
  - 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 OR ITS 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]*

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**CONTRACT AGREEMENT**

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.

5. Data Privacy Compliance

The PARTIES shall comply with the provisions of Republic Act (RA) No. 10173, otherwise known as the “Data Privacy Act of 2012”, its Implementing Rules and Regulations (IRR), issuances of the National Privacy Commission (NPC), and other applicable laws on processing of personal information. These shall include compliance with all relevant data protection policies of the Entity and other measures reasonably necessary to prevent any use or disclosure of personal data other than as allowed under this contract.

The PARTIES shall implement security measures aimed at maintaining the availability, integrity, and confidentiality of personal data including the protection of personal data against any accidental or unlawful destruction, alteration, and disclosure, as well as against any other unlawful processing.

6. Consent to the Processing of Personal Information

As part of the data privacy compliance, the Supplier hereby grants its consent to the Entity’s processing of his/her personal information collected under this contract, which may include the disclosure of such information to third parties, to comply with requirements of law in relation to the implementation of this contract.

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

*[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]*

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REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

### AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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



**Statement of all Ongoing Government and Private Contracts  
including Contracts Awarded but not yet Started**

<b>Name of the Contract</b>	<b>Date of the Contract</b>	<b>Contract Duration</b>	<b>Owner's Name and Address</b>	<b>Kinds of Goods</b>	<b>Amount of Contract</b>	<b>Value of Outstanding Contract</b>

\_\_\_\_\_

Name of Company                      Signature over Printed Name of Representative                      Date

**Statement of Single Largest Completed Contract Similar to the Contract to be Bid**

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Completed Contract	Date of Delivery	End User's Acceptance or Official Receipt or Sales Invoice
							<i>(Attach a copy)</i>

\_\_\_\_\_

Name of Company      Signature over Printed Name of Representative      Date

**Note:** Attach a copy of the **End User's Acceptance or Official Receipt or Sales Invoice** as proof for the SLCC as per GPPB Circular No. 04-2020 dated September 16, 2020.

