



Republic of the Philippines  
**Department of Education**  
Cordillera Administrative Region

# **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

Government of the Republic of the  
Philippines

**PROVISION OF JANITORIAL SERVICES  
FOR THE DEPED-CAR REGIONAL OFFICE  
FOR FY 2024**

**DepEd-CAR RO CB-2022-10-008**

**Sixth Edition  
July 2020**

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## ***Glossary of Acronyms, Terms, and Abbreviations***

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

## ***Section I. Invitation to Bid***



Republic of the Philippines  
Department of Education  
Cordillera Administrative Region  
Wangal, La Trinidad, Benguet

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INVITATION TO BID  
FOR THE  
PROVISION OF JANITORIAL SERVICES FOR THE DEPED-CAR  
REGIONAL OFFICE FOR FY 2024

1. The **Department of Education - Cordillera Administrative Region (DepEd- CAR)**, through the **National Expenditure Program (NEP) of FY 2024** intends to apply the sum of **One Million Thousand Pesos (P 1,000,000.00) Only** being the Approved Budget for the Contract (ABC) to payments under the contract for the **Provision of Janitorial Services for the DepED-CAR Regional Office for FY 2024 with identification number DepEd-CAR RO CB-2023-10-008**. Bids received in excess of the ABC per lot shall be rejected at bid opening.
2. The DepEd- CAR through the Bids and Awards Committee (BAC) now invites bids for the above Procurement Project. **Delivery of the services is required for the period January 1, 2024, to December 31, 2024**. Bidders should have completed, within **three (3) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
  - a. 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 **DepEd-CAR Regional Office** and inspect the Bidding Documents at the address given below from **8:00 am to 5:00 pm** during working days.
5. **A complete set of Bidding Documents may be acquired by interested bidders starting on October 9, 2023 (office hours only)** from the BAC Secretariat and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest guidelines issued by the GPPB, in the amount of **Five Thousand Pesos (P 5,000.00) Only**.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS)

and the website of the Procuring Entity, provided that bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The DepEd-CAR Regional Office will hold a **Pre-Bid Conference on October 17, 2023 (Tuesday) at 8:30AM at the OARD, DepEd-CAR RO, Wangal, La Trinidad, Benguet**, which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat at the Procurement Unit of the DepEd-CAR RO, address below, **on or before 8:30 AM of November 7, 2023 (Tuesday). Late bids shall not be accepted.**

**RONALD B. CASTILLO, CESO V**

*BAC Chairperson*

*Procurement Unit Office (BAC Secretariat Office)*

*DepED-CAR Regional Office*

*Wangal, La Trinidad, Benguet*

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 November 7, 2023 (Tuesday) at 8:31AM at the OARD, DepEd- CAR, Wangal, La Trinidad, Benguet.** Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. Pursuant to GPPB Circular No. 06-2019, this is an **EARLY PROCUREMENT** for the FY 2024 program/activity/project to ensure efficient and full implementation of program/activity/project within the validity period of the FY 2024 national budget. The appropriation for this expense is included the FY 2024 National Expenditure Program submitted to Congress for enactment. **The Notice of Award shall be issued upon approval of the FY 2024 General Appropriations Act (GAA) by Congress and signed by the President into law.**

11. The DepEd-CAR 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.



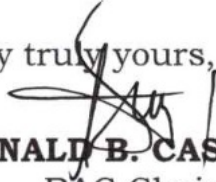
12. For further information, please refer to:

*Atty. Edward C. Magalgalit, Jr./Randolph Flyn B. Daculog  
Procurement Unit Office (BAC Secretariat Office)  
DepED-CAR Regional Office  
Wangal, La Trinidad, Benguet  
Email address: [car.procurement@deped.gov.ph](mailto:car.procurement@deped.gov.ph)  
Tel. No. (074) 422-1318 Cp No. 09178218490/09207930509  
[depedcar.ph](http://depedcar.ph)*

13. You may visit the following websites:

For downloading of Bidding Documents: *[depedcar.ph](http://depedcar.ph)*

**October 9, 2023** *[Date of Issue]*

Very truly yours,  
  
**RONALD B. CASTILLO, CESO V**  
BAC Chairperson

Procurement Unit

## ***Section II. Instructions to Bidders***

## 1. Scope of Bid

The Procuring Entity, **Department of Education- Cordillera Administrative Region** wishes to receive Bids for the ***Provision of Janitorial Services for the DepED-CAR Regional Office for FY 2024*** with the following **DepEd-CAR RO CB-2023-10-008**.

The Procurement Project (referred to herein as “Project”) is composed of ***one (1) lot Janitorial Services***, 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 **FY 2024** in the amount of **One Million Thousand Pesos (P 1,000,000.00) Only**

2.2. The source of funding is:

a. NGA, the **2024 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 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

**The Procuring Entity has prescribed that subcontracting is not allowed.**

## 8. Pre-Bid Conference

The Procuring Entity will hold a **pre-bid conference for this Project on October 17, 2023 (Tuesday) at 8:30 AM at the OARD, DepEd-CAR Regional Office, Wangal, La Trinidad, Benguet.**

## 9. Clarification and Amendment of Bidding Documents

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

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

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

## **11. Documents comprising the Bid: Financial Component**

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

## **12. Bid Prices**

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

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

### **13. Bid and Payment Currencies**

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

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

### **14. Bid Security**

14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall

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<sup>1</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.

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 **within ninety (90) 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.

## **15. Sealing and Marking of Bids**

Each Bidder is requested to submit three (3) copies/sets of the first and second components of its Bid. The use of tabs is also encouraged to facilitate examination of documents.

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

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

## **16. Deadline for Submission of Bids**

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

## **17. Opening and Preliminary Examination of Bids**

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

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

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

## **18. Domestic Preference**

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 grouped into several lots, which shall be awarded as separate contracts per lot.*

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## **20. Post-Qualification**

20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest



income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

## **21. Signing of the Contract**

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

## ***Section III. Bid Data Sheet***

# Bid Data Sheet

ITB Clause											
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. The bidder must have completed a single contract that is similar to this project that refer to the <b>Provision of Janitorial Services, equivalent to at least fifty percent (50%) of the ABC</b></p> <p>b. completed within <b>three (3) 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 <b>DepEd-CAR Regional Office</b> 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>a. The amount of not less than <b>P 20,000.00</b> [two percent (2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than <b>P 50,000.00</b> [five percent (5%) of ABC] if bid security is in Surety Bond.</p>										
19.3	<p>The project composed of <b>one (1) lot</b> and shall be award by lot.  <b>ABC: P 1,000,000.00</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%; text-align: center;">Item No.</th> <th style="width: 20%; text-align: center;">Description</th> <th style="width: 10%; text-align: center;">Qty</th> <th style="width: 10%; text-align: center;">Total</th> <th style="width: 50%; text-align: center;">Delivered, Weeks/Months</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Janitorial Services</td> <td style="text-align: center;">Six (6) Janitorial Personnel</td> <td style="text-align: center;">6</td> <td> <p>Provision of Janitorial Services shall be for 12 Months (January 2024 to December 2024) or commence on the Notice to Proceed at DepED-CAR Regional Office, Wangal, La Trinidad, Benguet.</p> <p>Schedule of Delivery of Services: 8 hours/day; 5 days a week (Mondays to Fridays)</p> <p>Per written request by the HoPE, the Janitor Personnel may render services during weekends/holidays.</p> <p>The payment/wages shall be based on applicable Labor Laws</p> </td> </tr> </tbody> </table>	Item No.	Description	Qty	Total	Delivered, Weeks/Months	1	Janitorial Services	Six (6) Janitorial Personnel	6	<p>Provision of Janitorial Services shall be for 12 Months (January 2024 to December 2024) or commence on the Notice to Proceed at DepED-CAR Regional Office, Wangal, La Trinidad, Benguet.</p> <p>Schedule of Delivery of Services: 8 hours/day; 5 days a week (Mondays to Fridays)</p> <p>Per written request by the HoPE, the Janitor Personnel may render services during weekends/holidays.</p> <p>The payment/wages shall be based on applicable Labor Laws</p>
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1	Janitorial Services	Six (6) Janitorial Personnel	6	<p>Provision of Janitorial Services shall be for 12 Months (January 2024 to December 2024) or commence on the Notice to Proceed at DepED-CAR Regional Office, Wangal, La Trinidad, Benguet.</p> <p>Schedule of Delivery of Services: 8 hours/day; 5 days a week (Mondays to Fridays)</p> <p>Per written request by the HoPE, the Janitor Personnel may render services during weekends/holidays.</p> <p>The payment/wages shall be based on applicable Labor Laws</p>							

					Anticipated absence shall be replaced immediately or not to exceed one day by another janitor as reliever
20.2	<p>Within a non-extendible period of <b>five (5) calendar days</b> from receipt by the bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit copies of the following requirements:</p> <ul style="list-style-type: none"> <li>a. Latest income and business tax returns; printed copies of the Electronically filed Income Tax and Business Tax Returns with copies of their respective Payment Confirmation Forms for the Immediately preceding calendar/tax year from the authorized agent bank;</li> <li>b. Certificate of PhilGEPS Registration (Platinum Membership) (all pages)</li> <li>c. Other appropriate licenses and permits required by law and stated in this BDS</li> </ul>				
<b>21.2</b>	No Further Instructions or No Additional Documents				

***Section IV. General Conditions  
of Contract***

## 1. **Scope of Contract**

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

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

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

## 2. **Advance Payment and Terms of Payment**

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

## 3. **Performance Security**

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

## 4. **Inspection and Tests**

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC**, **Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be

conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

## **5. Warranty**

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

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

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

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

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



## Special Conditions of Contract

GCC Clause	
1	<p>Additional Requirements, Terms and Conditions of the Contract:</p> <ol style="list-style-type: none"> <li>1. The Service Provider hereby warrants that all janitors assigned to render janitorial services to the DepED-CAR Regional Office are its own employees and that no principal-agency relationship or employer-employee relationship exist between the DepED-CAR Regional Office and the SERVICE PROVIDER, or between the DepED-CAR Regional Office and the Janitors. The DepED-CAR Regional Office shall not be responsible for any claims of personal injury or damages, including death, caused to the Janitors, or to any third person where such injury or death arise during the Janitors' period of duty. It is expressly agreed and understood that premium payments/ claims under the provisions of the Social Security Act, Philhealth and HDMF /Pag-ibig Fund shall be for the account of the SERVICE PROVIDER.</li>   <li>2. The SERVICE PROVIDER shall have command, supervision and control of the janitors with the best interest of the DepED-CAR Regional Office in mind. DepED-CAR Regional Office, however, shall have the right to give instructions, directions, and orders to the janitors to ensure the proper enforcement of its rules, regulations, and policies, in accordance with its service standard; provided that such instructions, directions, and orders are not contrary to the law. The exercise by the DepED-CAR Regional Office of the said right, shall not in any way affect the independent contractor relationships between the DepED-CAR Regional Office and the SERVICE PROVIDER, as herein provided.</li>   <li>3. Delivery &amp; Documents</li> </ol> <p style="margin-left: 40px;">Delivery of services shall be made in accordance with the term specified in Section VI (Schedule of Requirements).</p> <p style="margin-left: 40px;">Upon delivery of the services to the Project Site, the SERVICE PROVIDER shall notify the DepED-CAR Regional Office and present the following documents to the DepED-CAR Regional Office, as a basis for the payment:</p> <ol style="list-style-type: none"> <li>a. Original copies of the SERVICE PROVIDER's Billing Statement showing Service description, quantity, and amount.</li> <li>b. Certified copies of documents reflecting payment/remittances of SSS, Philhealth, and Pag – IBIG benefits of the janitors assigned to the entity.</li> </ol>

	<p>c. Certified copy of the payroll showing acknowledgment of receipt by the janitors of their salaries for the two (2) quincenas for current billing.</p> <p>4. The SERVICE PROVIDER shall compensate the janitors in such amounts that shall not be lower than those prescribed under labor law, rules, and regulations on time.</p> <p>5. Failure of the SERVICE PROVIDER to pay the amount of compensation due to the janitors for a period of one (1) month shall be a basis/grounds for the termination of the contract.</p> <p>6. The DepED-CAR Regional Office must provide quarterly reports on the results of the feedback/surveys/comments on the performance of the Janitors conducted by the same.</p>
2.2	<p><b>Schedule of Payment:</b></p> <p>The terms of payment shall be as follows: monthly after submission of billing</p>
4	<b>None</b>

# Section VI. Schedule of Requirements

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

Item No.	Description	Qty	Total	Delivered, Weeks/Months
1	Janitorial Services	Six (6) Janitorial Personnel	6	Provision of Janitorial Services shall be for 12 Months (January 2024 to December 2024) or commence on the Notice to Proceed at DepED-CAR Regional Office, Wangal, La Trinidad, Benguet.  Schedule of Delivery of Services: 8 hours/day; 5 days a week (Mondays to Fridays)  Per written request by the HoPE, the Janitor Personnel may render services during weekends/holidays.  The payment/wages shall be based on applicable Labor Laws  Anticipated absence shall be replaced immediately or not to exceed one day by another janitor as reliever

\* The performance of the obligations under the Contract shall not go beyond the validity of the appropriation for the Project.

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

\_\_\_\_\_  
 Name of Company/Bidder      Signature Over Printed Name of Representative      Date

## ***Section VII. Technical Specifications***

# Technical Specifications

<b>Item</b>	<b>Specification</b>	<b>Statement of Compliance</b>
		<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>

Item	Specification	Statement of Compliance
1	<p>Provision of Janitorial Services shall be for 12 Months (January 2024 to December 2024) DepED-CAR Regional Office, Wangal, La Trinidad, Benguet.</p> <p>Rendering eight (8) hours/day; 5 days a week (Mondays to Fridays)</p> <p>Per written request by the HoPE, the Janitor Personnel may render services during weekends/holidays.</p> <p>The payment/wages shall be based on applicable Labor Laws</p> <p>The Service Provider shall provide six (6) janitorial personnel</p>	
2	<p>Provide additional janitorial personnel as maybe required by the Procuring Entity for special events/activities</p>	
3	<p><b>The Service Provider shall provide six (6) janitorial personnel who are:</b></p> <p>a. of good moral character and without criminal or police records;</p> <p>b. physically and mentally fit, as evidence by the medical certificate; and</p> <p>c. duly trained and skilled to function as janitorial personnel.</p> <p>The Service Provider, upon receipt of the Notice of Award, shall be required to submit to DepED-CAR Regional Office a sworn statement attesting the compliance with the foregoing.</p>	
4	<p>The Service Provider shall assign a Roving Supervisor from its own account to monitor the performance of the janitorial attendance and handle consolidation of daily timecards periodically in preparation for the billing to DepED-CAR Regional Office. The Roving Supervisor shall report to the Chief Administrative Office and/or General Services Unit Head at least once a month.</p>	

5	<p><b>The janitorial personnel shall perform the following:</b></p> <p>a. Maintain the cleanliness and orderliness of the office premises in accordance with the Terms of Reference for the Contract of Janitorial Services (Annex A) and the Housekeeping Plan to be submitted by the Service Provider during contract implementation, taking into account the following:</p> <ul style="list-style-type: none"> <li>• Protection of DepED-CAR Regional Office Properties from damage or destruction in connection with the janitorial activities rendered;</li> <li>• Preservation of confidentiality of DepED-CAR Regional Office Records and Confidential Information; and</li> <li>• Proper collection and disposal of garbage.</li> </ul> <p>b. Miscellaneous Services to be performed whenever required (i.e. assistance during meetings and conferences, hauling of office furniture, fixtures and equipment; and other official errands).</p>	
6	<p><b>Stability:</b></p> <ol style="list-style-type: none"> <li>1. At least a minimum of <b>two (2) years</b> of experience in Janitorial Services.</li> <li>2. The Service Provider must have completed, within the past <b>three (3) years</b> from the date of bid submission a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.</li> <li>3. Organizational Set-up: with good office set-up, personnel, and office tools and equipment. The agency must submit a company profile, confirming the foregoing requirements including an organizational chart.</li> <li>4. Resources: must have employed at least 10 Janitors (attached list of Janitors presently employed with the agency). Likewise, the Service Provider should have a physical office in Baguio or Benguet and working phone numbers for easy contact.</li> </ol>	

7	<p><b>Uniform/Dress Code</b>  The service provider shall provide the personnel with appropriate uniforms, protective gear, if necessary, and ensure that they shall observe proper personal hygiene and always appear neat and clean.</p>	
8	<p><b>Housekeeping Plan</b>  The Service Provider shall submit a housekeeping plan tailored fit to the service requirements of DepEd-CAR Regional Office. The Service Provider shall state/enumerate the specific methodology to be employed for the execution of the Housekeeping Plan.</p>	
9	<p>Duly Accomplished Detailed Cost Distribution for Janitorial Services (see Annex B)</p>	

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

\_\_\_\_\_  
Name of Company/Bidder      Signature Over Printed Name of Representative      Date



**TERMS OF REFERENCE FOR THE CONTRACT OF JANITORIAL SERVICES**

**1. General Conditions**

- a. The Service Provider shall provide DepED-CAR Regional Office at its premises located at the Wangal, La Trinidad, Benguet with six (6) physically, mentally fit, reliable and professionally-trained janitors who shall each work eight (8) hours a day, five (5) days a week. However, the personnel may be requested to provide assistance outside the regular working days or during weekend, or holidays, and additional janitor for special event/activities upon the approval of the Procuring Entity. Janitorial Personnel who rendered service during Weekends or holidays shall be paid based on applicable Labor Laws by the Procuring Entity.
- b. The Service Provider agrees that DepED-CAR Regional Office reserves the right to screen and accept or deny the deployment of any personnel recommended by the Service Provider.
- c. DepED-CAR Regional Office has the right to effect changes in the assignment/deployment of the janitors at any time during the contract period through a written notice to the Service Provider. It is agreed further that the number of janitors maybe increased at the discretion of the DepED-CAR Regional Office depending upon the need and in the exigency of the service with compensation.
- d. The Service Provider shall not reshuffle personnel without the prior clearance/approval of the DepED-CAR Regional Office which hereby reserves the right to reject any proposal to reassign personnel if such re-assignment is found to pose an imminent danger or prejudice to the service. It is however understood that on matters of disciplinary action toward the personnel of the Service Provider, DepED-CAR Regional Office shall cooperate with the Service Provider or vice versa by means of mutual consultation.
- e. The Service Provider shall make available relievers and/or replacements at all times to ensure continuous and uninterrupted services.
- f. The Service Provider shall pay its personnel on time not less than the minimum wage and other benefits mandated by the law. The Service Provider shall provide the Janitorial personnel with their monthly pay slip containing the necessary information on it. The Service Provider shall comply with the laws governing labor standards and employee's compensation. **A certificate for the purpose shall be required from the Service Provider.**

- g. The Service Provider shall have no previous record of delinquency on payment of premiums and shall secure and submit clearance certificates from the implementing government agencies.
- h. The Service Provider shall submit, along with the monthly billing statement, the maintenance and cleaning checklist, a certified true copy of the duly accomplished payroll sheet, receipts and prescribed reports stamp received by SSS, Philhealth or HDMF/Pagibig premiums of the Janitorial personnel assigned to DepED-CAR Regional Office.
- i. The Service Provider in the performance of its services shall secure, maintain at its own expense all registration, licenses or permits required by law, and shall comply with all pertinent rules and regulations. The Service Provider's personnel shall take all necessary precautions for the safety of all persons and properties at or near the area of work and shall comply with all the standards and established occupational safety regulations, rules and practices.
- j. The service provider shall ensure that safety shall be the first priority in the performance of its functions, and avoid the creation of safety hazards both in the condition of the work performed and while doing the work.
- k. The Service Provider shall assume responsibility and liability for all damages and losses which may occur within the DepED-CAR Regional Office's premises directly caused or arising as a result of any misconduct, negligence, fault, dishonesty or dereliction of duty of the personnel concerned, as maybe found by a joint and impartial investigation. Provided, that DepED-CAR Regional Office shall advice or report orally or in writing to the Service Provider the same. The maximum liability of the Service Provider in case of loss or damage under this paragraph shall be for the replacement or reparation of the loss or damaged property or the corresponding amount of the loss or damaged property. DepED-CAR Regional Office shall have no authority to automatically deduct its claim under this paragraph from the agreed fees due to the Service Provider or to withhold payment of same without the approval of the Service Provider. It is expressly understood, however, that the Service Provider shall not be liable for damages or losses due to fortuitous events or force majeure.
- l. DepED-CAR Regional Office shall prescribe the time and schedule of duties of the janitors. The Service Provider's personnel are prohibited to stay overnight at the DepED-CAR Regional Office's building unless authorized. The respective areas of assignment of the personnel shall be determined by the DepED-CAR Regional Office, who may also prescribe additional duties to the personnel in the enforcement of regulations and instructions.
- m. The Service Provider shall maintain its good standing and remain a competent Janitorial Services Contractor, financially capable of acting as an independent contractor and shall obtain all necessary licenses, permits, and comply with all laws, ordinances and regulations required

for all Janitorial Services. If DepED-CAR Regional Office has reason to believe that the Service Provider has failed to comply with a law or regulations regulating employment of labor, DepED-CAR Regional Office may then notify the Service Provider accordingly and if the latter shall refuse or fail to present satisfactory proof to the contrary within thirty (30) days from receipt of such notice of the DepED-CAR Regional Office, the DepED-CAR Regional Office shall have the right to immediately terminate the Contract, the previous provision notwithstanding, and without prejudice to any action which the DepED-CAR Regional Office may institute for damages he has suffered thereby.

- n. DepED-CAR Regional Office shall not be responsible for any accident, mishap or injury of any kind or nature that may be sustained by any of the personnel of the Service Provider while performing their respective duties at the DepED-CAR Regional Office's premises during their tour of duty, including death resulting therefrom. It being understood that the personnel heir's claims in connection with his employment shall be borne by and the sole liability of the Service Provider.
- o. The Service Provider shall agree to subject its personnel assigned to DepED-CAR Regional Office to security check by authorized security personnel when coming in and leaving the premises. Further, the Service Provider shall periodically check the personnel in the performance of their duties and responsibilities in coordination with the DepED-CAR Regional Office, to ensure they properly discharged their duties and responsibilities and are not committing any act(s) prejudicial against the interest of the DepED-CAR Regional Office.
- p. No modification shall be made to the Contract between the parties, except in writing, signed by the DepED-CAR Regional Office and the Service Provider.
- q. The Service Provider shall not assign, transfer, pledge or make other dispositions of this Contract or any part thereof, except with the prior written consent of the DepED-CAR Regional Office.
- r. In the case of a dispute between the DepED-CAR Regional Office and the Service Provider, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004" and the procedures provided by Republic Act No. 9184, as applicable.

## **2. Scope of Service**

Under the direction and supervision of DepED-CAR Regional Office's Chief Administrative Officer through the General Services Unit (GSU), the Service Provider agrees to perform the following services:

- a. Mopping, polishing, sweeping and dusting of all floors, including stairways, passages, corridors, lobbies, entrance and exit stairways. These areas shall be serviced continuously during hours of public use to guarantee cleanliness;

- b. Cleaning of tables, furniture and fixtures and other office equipment;
- c. Washing of china wares and silverwares, filling of thermos (airpots) with hot water;
- d. Scrubbing/cleaning, deodorizing and disinfecting of toilets and washrooms;
- e. Cleaning and spot-removing on all vertical and overhead surfaces;
- f. Cleaning of ground and all railing, counters, door knobs, doors and windows;
- g. Emptying and cleaning of sand urns, and waste receptacles of disposable garbage;
- h. Keeping free of obstructions all corridors, lobbies, entrances and stairways;
- i. Vacuuming of carpeted areas in all offices, plants and installations (to include chairs, ceiling and walls);
- j. Switching off/on of all lights/air conditioning units when not in use and areas where necessary;
- k. Performing errands within and outside the Office as authorized;
- l. Report necessary repair works immediately to Officer concerned or authorized representative; and
- m. Disinfect and sanitize DepED-CAR Regional Office premises.
- n. Perform other duties as may be required by the Department/Office with respect to janitorial, messengerial and utility works.

### **3. Limitation of Scope**

The scope of the services shall be limited to the discharge of function as described in the scope of work/services. Performance of tasks that may be assigned not essential, necessary or related to the janitorial functions, shall not be construed as an acceptance of accountability but a mere accommodation to the DepED-CAR Regional Office. Any resulting loss or damage from such accommodation shall be the sole responsibility of the DepED-CAR Regional Office.

### **4. Contractual Consideration**

For and in consideration of the above services, DepED-CAR Regional Office shall during the term of the Contract, pay the Service Provider an amount equivalent to the salaries and benefits mandated by law, inclusive of administrative overhead and VAT, mandated by law on the basis of an eight (8) hours a day work, five (5) days a week (Monday to Friday) in accordance with the attached **Detailed Cost Distribution Schedule (Annex B)**. In the

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

#### **5. Review/Audit of Bills**

The DepED-CAR Regional Office shall be given 10 days to review/audit the Service Providers invoice, within which time DepED-CAR Regional Office may contest the accuracy of the amount invoiced. In the absence of written advice concerning discrepancies on the invoice after the review period, the invoice shall be deemed accurate and accepted. In case of discrepancies in the invoice, the same shall be returned to the Service Provider for appropriate correction or revision in which case DepED-CAR Regional Office shall have 10 days from receipt of the corrected invoice within which to settle the same.

#### **6. Billing Requirements**

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

#### **7. Amounts Earmarked and Held in Trust**

The DepED-CAR Regional Office understands that by virtue of Philippine Laws, DO-18A and the Service Provider acting for the DepED-CAR Regional Office as principal, any bill or any portion of it pertaining to amounts due to government, salaries and/or any amounts earmarked for the benefit of labor, are held in trust and therefore, shall not be diminished nor delayed. DepED-CAR Regional Office shall be free from liability on such expenses, penalties, surcharges or damages arising from diminution or delay in the payment of said amounts, provided that such diminution or delay is not attributable to DepED-CAR Regional Office's fault or negligence.

#### **8. Supervision and Control**

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

#### **9. Replacement of Personnel**

The DepED-CAR Regional Office may request a janitor be changed or replaced at any time whose work it finds or believes to be below standard, or whose conduct is unsatisfactory, or is prejudicial to its interest, as determined by DepED-CAR Regional Office.

**10. Confidentiality Clause**

The Janitors provided by the Service Provider shall at all times maintain confidentiality of all documents and any information that they may have knowledge by virtue of their services to the DepED-CAR Regional Office and not to disclose to any third party all confidential information received from or entrusted by DepED-CAR Regional Office. The Janitors shall be prohibited from using the confidential information or documents received or entrusted by DepED-CAR Regional Office for purposes other than compliance with its obligations as Janitors.

**11. Term of Contract**

The period of services shall take effect on January 1, 2024 for a period of one (1) year. Either party may pre-terminate for legal cause at any time upon serving a written notice to the other party, thirty (30) days prior the intended date of termination.

**DETAILED COST DISTRIBUTION FOR JANITORIAL SERVICES**

<b>I. COST DISTRIBUTIONS</b>		
1. Number of Days per Week	:	5
2. Number of Days per Year	:	261
3. Number of Hours per Day	:	8
A. Amount Directly to the Janitor		
1. Daily Wage Rate + COLA	:	
2. Average Pay/Month (DW x No. of days per year/12)	:	
3. 13 <sup>th</sup> Month Pay (DW x No. of days per year/12/12)	:	
4. Five (5) Days Incentive Pay (DW + COLA x 5/12)	:	
5. Uniform Allowance	:	
<b>Sub-total</b>	:	
B. Amount to Government in Favor of the Janitor		
1. SSS Premium (Employer Contribution)	:	
2. Philhealth Contribution (Employer's Share)	:	
3. ECC Premium (Employer's Share)	:	
4. PAG-IBIG Premium (Employer's Share)	:	
5. Retirement Pay (DW x 22.5/12) – Mandatory Statutory Benefit as per DOLE DO 150-16	:	
<b>Sub-total</b>	:	
C. Total Compensation (A + B)		
D. Administrative Cost (C x not less than 15%)		
E. VAT 12% = [(C + D + E) x 12%]		
F. Total Cost of Janitor Service for One Year		
<b>II. REMARKS:</b>		

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

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

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

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

***Section VIII. Checklist of Technical  
and Financial Documents***



# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### ***Class “A” Documents***

#### Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);

**or**

#### Technical Documents

- (b) 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**
- (c) 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**
- (d) 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**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f) Original duly signed (Revised: 10 items) 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

- (g) 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***

- (h) 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)

- (i) *[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.
- (j) 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).
- (c) Original of duly signed and accomplished Detailed Cost Distribution for Janitorial Services

**Note:** *Templates for the bid forms as follows:*

- a. Ongoing Government & Private Contracts*
- b. Single Largest Completed Contract (SLCC)*
- c. Omnibus Sworn Statement (Revised);*
- d. Bid Form;*
- e. Bid Securing Declaration Form;*
- f. Performance Securing Declaration Form;*
- g. Price Schedule for Goods offered within the Philippines and the Price Schedule for Goods Offered from Abroad; are herein attached.*

## List of all Ongoing Government & Private Contracts including contracts awarded but not yet started

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

Business Address : \_\_\_\_\_

Name of Contract	Date of Contract	a. Owner's Name b. Address c. Telephone Nos.	Contract Duration	Date of Delivery	Kinds of Goods	Amount of Contract	Value of Outstanding Contracts
<b>GOVERNMENT</b>							
<b>PRIVATE</b>							

Note:

State all ongoing 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. Statement must be supported by a copy of the following:

1. Notice of Award or Contract
2. Notice to Proceed issued by the owner (*in the absence of Notice to Proceed (NTP), execute an affidavit that the bidder asserted all efforts in requesting the NTP. Indicate the circumstances and state the reasons. Attach letter of request as supporting documents*).

Submitted by: \_\_\_\_\_  
(Printed Name and Signature)

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

*NOTE: Use another sheet if necessary*

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

Business Name :

Business Address :

Name of Contract	Date of Contract	a. Owner's Name b. Address c. Telephone Nos.	Contract Duration	Date of Delivery	Kinds of Goods	Amount of Completed Contract

Note: This statement shall be supported with:

1. Certificate of End-users Acceptance or Official Receipt/s or Sales Invoice.

Submitted by : \_\_\_\_\_  
(Printed Name and Signature)

Designation : \_\_\_\_\_

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

## **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]*

## 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]*

**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.

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

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

Name and address Amount and Purpose of  
of Agent Currency Commission or gratuity

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(if none, state “None”) /

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



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

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

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

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

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

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

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

Duly authorized to sign the Bid for and behalf

of: \_\_\_\_\_

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



**Price Schedule for Goods Offered from Within the Philippines**  
*[shall be submitted with the Bid if bidder is offering goods from within the Philippines]*

**For Goods Offered from Within the Philippines**

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page  
 \_\_\_ of \_\_\_

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

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

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

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

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

# **Price Schedule for Goods Offered from Abroad**

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

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## **For Goods Offered from Abroad**

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_\_  
of \_\_\_\_

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

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

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

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

Duly authorized to sign the Bid for and behalf of:

\_\_\_\_\_

## **Performance Securing Declaration (Revised)**

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

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

### **PERFORMANCE SECURING DECLARATION**

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

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

I/We, the undersigned, declare that:

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

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

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

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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

