

Republic of the Philippines  
Presidential Communications Operations Office  
**Philippine Information Agency**  
PIA Bldg., Visayas Avenue, Vasra, Quezon City. 1128  
Tel. No. +63 2 8920 1224 • www.pia.gov.ph

# **PHILIPPINE BIDDING DOCUMENTS**

## **Early Procurement of Janitorial Services for the PIA Central Office FY 2022 (ITB 2021-04)**

Government of the Republic of the Philippines

**Sixth Edition  
July 2020**

# Preface

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

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

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

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

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

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

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# *Glossary of Acronyms, Terms, and Abbreviations*

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

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

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

**EXW** – Ex works.

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

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

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

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

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

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

### **Notes on the Invitation to Bid**

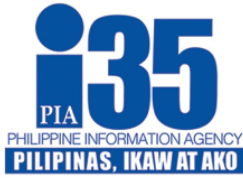
The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

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

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

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





## **INVITATION TO BID FOR *the Procurement of Janitorial Services for PIA Central Office FY 2022* (ITB 2021-04)**

1. The *Philippine Information Agency (PIA)*, through the *National Expenditure Program for Fiscal Year 2022* intends to apply the sum of **FOUR MILLION THREE HUNDRED THOUSAND PESOS ONLY (Php 4,300,000.00)** being the ABC to payments under the contract for the *Early Procurement of One (1) lot Janitorial Services for PIA Central Office* identification number **ITB 2021-04**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Philippine Information Agency (PIA)* now invites bids for the above Procurement Project. Delivery of the Goods is required by *Fiscal Year 2022*. Bidders should have completed, within *two (2) years* from the date of submission and receipt of bids, a contract similar to the Project, and whose value must be at least fifty percent (50%) of the ABC to be bid. 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 *PIA Central Office BAC Secretariat* through email at [piacentral.bids@pia.gov.ph](mailto:piacentral.bids@pia.gov.ph) or through mobile phone 0908-850-6050. Due to alternative work arrangement being adopted, please set an appointment first through the email address given above.
5. A complete set of Bidding Documents may be acquired by interested Bidders from the PIA-CO BAC Secretariat on *25 November to 15 December 2021 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 Only (Php 5,000.00)*. Payments may be made at the PIA-CO Cashier Section, 2<sup>nd</sup> Floor, PIA Building, Visayas Avenue, Quezon City from Mondays to Fridays at 9:00AM to 3:00PM.

6. The *Philippine Information Agency (PIA)* will hold a Pre-Bid Conference<sup>1</sup> on 3 December 2021 at 10:00 AM through video conferencing or webcasting via *Google Meet* which shall be open to prospective bidders. Interested bidders may pre-register with the PIA-CO BAC Secretariat through [piacentral.bids@pia.gov.ph](mailto:piacentral.bids@pia.gov.ph)
7. Bids must be duly received by the BAC Secretariat through online or electronic submission on or before 15 December 2021 at 12:00 NN. 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 16 December 2021 at 1:00 PM via *Google Meet*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. *The bidders must refer to the published Bidding Documents for final guidance.*
11. The *Philippine Information Agency (PIA)* 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:

**MR. ERWIN L. BERNARDINO**

*Head, BAC Secretariat*

*2<sup>nd</sup> Floor, PIA Central Office*

*Visayas Avenue, Diliman, Quezon City*

*(02) 8920-4338 / 0908-850-6050*

[piacentral.bids@pia.gov.ph](mailto:piacentral.bids@pia.gov.ph)

13. You may visit the following websites:

For downloading of Bidding Documents:

- *Philippine Government Electronic Procurement System (PhilGEPS) website*
- *PIA Website (www.pia.gov.ph)*

For online bid submission: *Interested bidders shall send an email to the BAC Secretariat to secure a Google Drive link where they can submit their bids.*  
*Please refer to PIA BAC Resolution 028 attached as Annex A for full details.*

24 November 2021

  
**EMVER P. CORNEZ**  
*Chairperson, Bids and Awards Committee (BAC)*

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

### **Notes on the Instructions to Bidders**

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

## **1. Scope of Bid**

The Procuring Entity, *Philippine Information Agency (PIA)*, wishes to receive Bids for the *Early Procurement of One (1) lot Janitorial Services for PIA Central Office*, with identification number *ITB 2021-04*.

*[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]*

The Procurement 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 National Expenditure Program* in the amount of *FOUR MILLION THREE HUNDRED THOUSAND PESOS ONLY (Php 4,300,000.00)*.

2.2. The source of funding is: National Government Agency, 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.
  - a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
    - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
    - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
    - iii. When the Goods sought to be procured are not available from local suppliers; or
    - iv. When there is a need to prevent situations that defeat competition or restrain trade.
  - b. 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:
  - a. For the procurement of Non-expendable Supplies and Services: 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.

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time 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 *two (2) 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 the **BDS**.
  - b. For Goods offered from abroad:
    - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
    - ii. The price of other (incidental) services, if any, as listed in **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: Philippines 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 EIGHTY DAYS (180) FROM 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 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.

*Submission of electronic bids shall be in accordance to PIA BAC Resolution No. 028 Series of 2021 attached hereto as Annex "A".*

### 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**.

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## 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 Entity's 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 14 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:

Option 1 – One Project having several items that shall be awarded as one contract.

- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or

items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## **20. Post-Qualification**

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

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

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

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

### **Notes on the Bid Data Sheet**

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

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

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

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

# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. Similar Contract: <b>Projects related to Provision of Janitorial Services.</b></li> <li>b. completed within <i>two (2) years</i> prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	<i>N/A</i>
12	The price of the Goods shall be quoted DDP <i>Philippine Information Agency (PIA), PIA Bldg., Visayas Avenue, Diliman, Quezon City</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than <b><u>EIGHTY SIX THOUSAND PESOS ONLY (Php 86,000.00)</u></b> which is equivalent to <i>two percent (2%) of ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <b><u>TWO HUNDRED FIFTEEN THOUSAND PESOS ONLY (Php 215,000.00)</u></b> which is equivalent to <i>five percent (5%) of ABC</i> if bid security is in Surety Bond.</li> </ul>
15	Bidders shall submit <b>one (1) original</b> and <b>two (2) certified true copies</b> of the first and second components of its bid.
19.3	<i>N/A</i>
20.2	<i>Compliance to all existing laws and regulations</i>
21.1	<p>Submission of a photocopy of the NBI, Police, Barangay and Health Clearances of each of the personnel to be assigned for this project, including:</p> <ul style="list-style-type: none"> <li>1. Valid Vaccination Card (fully vaccinated); and</li> <li>2. Negative RT-PCR result upon entry.</li> </ul> <p>Submission of a Housekeeping plan before issuance of Notice of Award.</p>

21.2	<i>[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]</i>
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## ***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 the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

## 4. Inspection and Tests

**The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the SCC, Section VII (Technical Specifications) shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.**

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

## **5. Warranty**

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

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

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

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



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

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

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

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

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

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

## Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>Philippine Information Agency (PIA), PIA Bldg., Visayas Avenue, Diliman, Quezon City</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>Philippine Information Agency (PIA), PIA Bldg., Visayas Avenue, Diliman, Quezon City</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is:</p> <p><b>MS. MA. LIBERTY D. ARAGONES</b>  <i>Administrative Officer IV</i>            Administrative Division            2<sup>nd</sup> Floor, PIA Bldg, Visayas Avenue,            Diliman, Quezon City            8928-6917</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p><i>Select appropriate requirements and delete the rest.</i></p>

- a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;
  - b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;
  - c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- d. *Other Duties and Responsibilities:*
    1. *There must be an available reliever and/or replacement at all times to ensure continuous and uninterrupted services, in case of absences;*
    2. *Exercise the necessary supervision over the work of its personnel;*
    3. *Provide uniform to the assigned janitors;*
    4. ***Comply with existing applicable labor laws, rules and regulations, and warrant the prompt payment of salaries and allowances to its employees, within the legal rate provided by law;***
    5. *Assume the full responsibility for any claim that its janitors or workers may have, by reason of their employment, and in case of accident, injury or illness incurred in the line of duty, the Client should not in any way be made liable by the contractor;*
    6. *Responsible for damage to or loss of property belonging to the Client, of its employees; and*
    7. *Assume responsibility with regard to compliance with the requirements of the New Labor Code, the Social Security Act, and other laws pertaining to employer-employee relationship. The Client may require the contractor to show or produce papers, receipts of payment of SSS, PhilHealth, and other evidence to show compliance to the Labor Code, as amended.*
  - e. The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**Spare Parts –**

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

	<p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p>
	<p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p>
	<p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	The terms of payment shall be on a monthly basis.
4	Inspections and tests that will be conducted if applicable.

## ***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>Total</b>	<b>Delivered, Weeks/Months</b>
1	1-year supply of Janitorial Services by qualified and skilled personnel with sufficient experience in general cleaning/maintenance of public office rendering 48 hours work in a week	Janitorial Personnel- <b>14</b> Working Supervisor- <b>1</b>	<b>15</b>	One (1) day upon receipt of Notice to Proceed
2	Provision of cleaning equipment/tools/supplies in good running condition, as specified in Section VII. Technical Specifications	<b>1 lot</b>	<b>1</b>	One (1) day upon receipt of Notice to Proceed

### ***Minimum Requirement***

Personnel Requirements:

1. Must be a Filipino Citizen;
2. Not less than 21 years old; Of legal age (*Red fonts are the ones used on the previous ITB of the same EPA Janitorial*)
3. At least with high school level of education;
4. Physically and Mentally fit (medical certificate and psychological test results); and negative covid test result
5. Supervisor should be at least 35 years old; Supervisor should have at least 3 years of supervisory experience;
6. Without previous record of neither conviction nor pending criminal case;
7. Submission of a photocopy of either NBI or PNP clearance is required;

### ***Scope of Work***

#### **I. DEPLOYMENT**

The Contractor shall render, undertake and perform janitorial and other similar services for and at the premises used by and under the responsibility of the Client such as: Grounds, Basement Area, Lobby Area, Second Floor (common area) and Admin Division, 3<sup>rd</sup> Floor, Roof deck including Tarpaulin Area, Gym, among others.

Service provider shall deploy fourteen (14) utility personnel in designated areas stated with one (1) supervisor. Utility personnel shall render a minimum forty-eight (48) hours of service in a week except during holidays.

Overtime services shall be on a per request basis, through a written letter from the client Agency. (used on previous ITB)

## **II. OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR:**

1. Supply the necessary labor, cleaning equipment, materials, and supervision for the daily upkeep and maintenance of the Client's offices.
2. Perform janitorial services, which includes, but is not limited to, the following:

### **2.1 GENERAL SCOPE OF WORK**

- 2.1.1 Dusting of walls and ceilings;
- 2.1.2 Wall washing;
- 2.1.3 Dusting & polishing of furniture & fixtures;
- 2.1.4 Spot-cleaning (office);
- 2.1.5 Cleaning/wiping of telephone and other office equipment;
- 2.1.6 Floor care-washing, mopping, disinfecting and drying;
- 2.1.7 Vacuuming and shampooing of all carpeted areas at least twice in a month;
- 2.1.8 Window-cleaning-glass, Venetian blinds, curtain ledges;
- 2.1.9 Watering of indoor and outdoor plants;
- 2.1.10 Cleaning of ashtrays;
- 2.1.11 Garbage disposal and cleaning of garbage cans;

### **2.2 DAILY ROUTINE OPERATIONS**

- 2.2.1 Sweeping, mopping, polishing, and/or dusting of all floors, including corridors, lobbies, garden, etc.
- 2.2.2 Cleaning of all walls, including glass doors, window ledges, partitions, sliding and furniture;

- 2.2.3 Emptying, cleaning of waste paper containers, and disposing garbage at designated areas;
- 2.2.4 Cleaning and sanitizing of toilets and washrooms which include the use of special and disinfecting agents in wash basins, urinals, and toilet bowls, and toilet plungers for minor de-clogging, and emptying and washing waste baskets and plastic liners;
- 2.2.5 Installation of wall-mounted, time release fresheners in all toilets;
- 2.2.6 Dusting and cleaning of horizontal and vertical surfaces; cleaning and polishing of all aluminum door frames and/or panels;
- 2.2.7 Dusting and cleaning of office equipment, surfaces, bookshelves, cabinets and furniture;
- 2.2.8 Vacuuming of all carpeted areas and upholstered furniture;
- 2.2.9 Removing of sticky substance or dirt on the floors with putty knife and cleaning with damp cloth or rag;
- 2.2.10 Disposal of rubbish, trash and garbage from the building to receptacles provided for this purpose;
- 2.2.11 Cleaning of venetian blinds, watering of potted/indoor and outdoor plants and spot cleaning walls;
- 2.2.12 Keeping all corridors, lobbies, entrances, stairways, and fire exits free from obstructions;
- 2.2.13 Staying at areas within the premises as designated by the agency for janitors;
- 2.2.14 Switching off of lights and unplugging of appliances that are not in use inside the offices/rooms;
- 2.2.15 Watering and maintenance of all indoor and outdoor plants, if any;

### **2.3 WEEKLY PERIODIC OPERATIONS**

- 2.3.1 Washing, scrubbing by the use of polishers, waxing and polishing of all rooms and floor areas;
- 2.3.2 Washing of glass windows, glass doors, and thorough cleaning of trash receptacles;
- 2.3.3 Washing and cleaning of air-conditioning units, filters, high diffuser, venetian blinds, electric fan guards and blades;



- 2.3.4 Thorough cleaning of toilet bowls, lavatory and water containers including thermos;
- 2.3.5 Thorough general cleaning, sanitizing and disinfecting of washrooms, toilets and public areas;
- 2.3.6 Dusting of light fixtures suspended from the ceiling;
- 2.3.7 Taking out of indoor plants for sunlight exposure and appropriate plant maintenance, if any;

**2.4 QUARTERLY PERIODIC OPERATIONS**

- 2.4.1 Lighting fixtures covered by diffusers shall be removed, washed, and returned to their original positions;
- 2.4.2 Carpet shampooing at least every six (6) months;
- 2.4.3 Cleaning of ornamental plants if any;
- 2.4.4 Covered lights fixtures shall be removed, washed, and returned to their original positions once every three (3) months or as often as required for adequate cleanliness;
- 2.4.5 Cleaning / dusting of inside walls; and
- 2.4.6 Washing and polishing of window panels and glass partitions;

**2.5 OTHER SERVICES**

- 2.5.1 Moving of office furniture and equipment within the premises;
- 2.5.2 Deodorizing of offices/rooms and other areas as may be required;
- 2.5.3 And reporting of defects requiring attention to the Administrative Division such as leaking faucets, busted bulbs, etc.

***Supplies and Equipment***

- as stated in Section VII Technical Specification.

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

### **Notes for Preparing the Technical Specifications**

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

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

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

#### **Sample Clause: Equivalency of Standards and Codes**

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

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

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

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

## Technical Specifications

Item	Specification	Statement of Compliance
1	<p>1-year supply of Janitorial Services by qualified and skilled personnel with sufficient experience in general cleaning/maintenance of public office rendering forty-eight (48) hours work per week excluding holidays</p> <p>14 – Janitorial Personnel</p> <p>1 – Working Supervisor</p> <p>15 – Total</p>	
2	<p><b><i>Minimum Requirements</i></b></p> <p><b>Personnel Requirements:</b></p> <ul style="list-style-type: none"> <li>a. Must be a Filipino Citizen;</li> <li>b. Not less than 21 years old; Of legal age;</li> <li>c. At least with high school level of education;</li> <li>d. Physically and Mentally fit (medical certificate and psychological test results); and negative covid test result</li> <li>e. Supervisor should be at least 35 years old; Supervisor should have at least 3 years of supervisory experience;</li> <li>f. Without previous record of neither conviction nor pending criminal case;</li> <li>g. Submission of a photocopy of either NBI or PNP clearance is required;</li> </ul>	
3	<p><b>Other Requirements:</b></p> <ul style="list-style-type: none"> <li>a. Track record – List of contracts with at least six (6) janitors deployed and name and telephone number of contact person/s;</li> <li>b. Sketch of office locations;</li> <li>c. At least two years in business;</li> <li>d. Number and kind of equipment and supplies used for rendering services;</li> <li>e. Readily available relievers.</li> </ul>	

<p>4</p>	<p><b>SCOPE OF WORK</b></p> <p><b>DEPLOYMENT</b></p> <p>The Contractor shall render, undertake and perform janitorial and other similar services for and at the premises used by and under the responsibility of the Client such as: Grounds, Basement Area, Lobby Area, Second Floor (common area) and Admin Division, 3<sup>rd</sup> Floor, Roof deck including Tarpaulin Area, Gym, among others.</p> <p>Service provider shall deploy fourteen (14) utility personnel in designated areas stated with one (1) supervisor. Utility personnel shall render a minimum forty-eight (48) hours of service in a week except during holidays.</p> <p>Overtime services shall be on a per request basis, through a written letter from the client Agency.</p> <p><b>OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR:</b></p> <ol style="list-style-type: none"> <li>1. Supply the necessary labor, cleaning equipment, materials, and supervision for the daily upkeep and maintenance of the client’s offices.</li> <li>2. Perform janitorial services, which includes, but is not limited to, the following: <ul style="list-style-type: none"> <li><b>2.1 GENERAL SCOPE OF WORK</b> <ul style="list-style-type: none"> <li>2.1.1 Dusting of walls and ceilings;</li> <li>2.1.2 Wall washing;</li> <li>2.1.3 Dusting &amp; polishing of furniture &amp; fixtures;</li> <li>2.1.4 Spot-cleaning (office);</li> <li>2.1.5 Cleaning/wiping of telephone and other office equipment;</li> </ul> </li> </ul> </li> </ol>	
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	<p>2.1.6 Floor care-washing, mopping, disinfecting and drying;</p> <p>2.1.7 Vacuuming and shampooing of all carpeted areas at least twice in a month;</p> <p>2.1.8 Window-cleaning-glass, Venetian blinds, curtain ledges;</p> <p>2.1.9 Watering of indoor and outdoor plants;</p> <p>2.1.10 Cleaning of ashtrays;</p> <p>2.1.11 Garbage disposal and cleaning of garbage cans;</p> <p><b>2.2 DAILY ROUTINE OPERATIONS</b></p> <p>2.2.1 Sweeping, mopping, polishing, and/or dusting of all floors, including corridors, lobbies, garden, etc.</p> <p>2.2.2 Cleaning of all walls, including glass doors, window ledges, partitions, sliding and furniture;</p> <p>2.2.3 Emptying, cleaning of waste paper containers, and disposing garbage at designated areas;</p> <p>2.2.4 Cleaning and sanitizing of toilets and washrooms which include the use of special and disinfecting agents in wash basins, urinals, and toilet bowls, and toilet plungers for minor declogging, and emptying and washing waste baskets and plastic liners;</p> <p>2.2.5 Installation of wall-mounted, time release fresheners in all toilets;</p> <p>2.2.6 Dusting and cleaning of horizontal and vertical surfaces; cleaning and polishing of all aluminum door frames and/or panels;</p>	
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	<p>2.2.7 Dusting and cleaning of office equipment, surfaces, bookshelves, cabinets and furniture;</p> <p>2.2.8 Vacuuming of all carpeted areas and upholstered furniture;</p> <p>2.2.9 Removing of sticky substance or dirt on the floors with putty knife and cleaning with damp cloth or rag;</p> <p>2.2.10 Disposal of rubbish, trash and garbage from the building to receptacles provided for this purpose;</p> <p>2.2.11 Cleaning of venetian blinds, watering of potted/indoor and outdoor plants and spot cleaning walls;</p> <p>2.2.12 Keeping all corridors, lobbies, entrances, stairways, and fire exits free from obstructions;</p> <p>2.2.13 Staying at areas within the premises as designated by the agency for janitors;</p> <p>2.2.14 Switching off of lights and unplugging of appliances that are not in use inside the offices/rooms;</p> <p>2.2.15 Watering and maintenance of all indoor and outdoor plants, if any;</p> <p><b>2.3 WEEKLY PERIODIC OPERATIONS</b></p> <p>2.3.1 Washing, scrubbing by the use of polishers, waxing and polishing of all rooms and floor areas;</p> <p>2.3.2 Washing of glass windows, glass doors, and thorough cleaning of trash receptacles;</p> <p>2.3.3 Washing and cleaning of air-conditioning units, filters, high diffuser, venetian blinds, electric fan guards and blades;</p>	
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	<p>2.3.4 Thorough cleaning of toilet bowls, lavatory and water containers including thermos;</p> <p>2.3.5 Thorough general cleaning, sanitizing and disinfecting of washrooms, toilets and public areas;</p> <p>2.3.6 Dusting of light fixtures suspended from the ceiling;</p> <p>2.3.7 Taking out of indoor plants for sunlight exposure and appropriate plant maintenance, if any;</p> <p><b>2.4 QUARTERLY PERIODIC OPERATIONS</b></p> <p>2.4.1 Lighting fixtures covered by diffusers shall be removed, washed, and returned to their original positions;</p> <p>2.4.2 Carpet shampooing at least every six (6) months;</p> <p>2.4.3 Cleaning of ornamental plants if any;</p> <p>2.4.4 Covered lights fixtures shall be removed, washed, and returned to their original positions once every three (3) months or as often as required for adequate cleanliness;</p> <p>2.4.5 Cleaning / dusting of inside walls; and</p> <p>2.4.6 Washing and polishing of window panels and glass partitions;</p> <p><b>2.5 OTHER SERVICES</b></p> <p>2.5.1 Moving of office furniture and equipment within the premises;</p> <p>2.5.2 Deodorizing of offices/rooms and other areas as may be required;</p>	
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	<p>2.5.3 And reporting of defects requiring attention to the Administrative Division such as leaking faucets, busted bulbs, etc.</p>	
<p>5</p>	<p><b>Minimum equipment and supply requirements:</b></p> <p><i>Equipment</i></p> <ul style="list-style-type: none"> <li>a. 4 units – Floor Polisher</li> <li>b. 2 units – Vacuum cleaner, Wet and Dry</li> <li>c. 6 pcs – Glass Squeegee, Adjustable</li> <li>d. 1 unit – Waste Receptacle or Push Cart for Garbage Collection</li> <li>e. 1 set – Assorted Garden Tools</li> <li>f. 1 roll – Water hose <math>\frac{3}{4}</math> dia. 30 mts. long w/ sprinkler</li> <li>g. 5 pcs – Spatula</li> <li>h. 1 unit – grass reaper</li> </ul> <p><i>Janitorial Supplies (Monthly)</i></p> <ul style="list-style-type: none"> <li>a. 9 doz – Deodorant Cake</li> <li>b. 4 gal – All-purpose cleaner</li> <li>c. 2 gal – Emulsion wax</li> <li>d. 24 pcs – Pranela / flannel cloth</li> <li>e. 40 pcs – Tissue Paper</li> <li>f. 100 pcs – Transparent Plastic Garbage Bag (Big)</li> <li>g. 200 pcs – Transparent Plastic Garbage Bag (Small)</li> <li>h. 100 pcs – Transparent Plastic Garbage Bag (XL)</li> <li>i. 20 kls – Detergent Powder</li> <li>j. 5 gals – Liquid Hand Soap</li> <li>k. 3 gals – Toilet Bowl Cleaner</li> <li>l. 7 gals – Clorox/chlorine</li> <li>m. 14 cans – Glade Air Freshener</li> <li>n. 6 tubes – Steel wool</li> <li>o. 14 cans – Pledge</li> <li>p. 5 gals - Disinfectant</li> <li>q. 2 gals – Diamond wax</li> <li>r. 2 gals – Wax stripper</li> <li>s. 3 packs – Fabric softener</li> <li>t. 20 pcs – Scotch brite</li> <li>u. 2 gals – Glass cleaner</li> <li>v. 3 cans – Solbac</li> </ul>	

	<p><b><i>Janitorial Supplies (Quarterly)</i></b></p> <ul style="list-style-type: none"> <li>a. 2 pcs – Ceiling broom</li> <li>b. 15 pcs – Doormat</li> <li>c. 5 pcs – Dust pan</li> <li>d. 6 pcs – Plastic Mop Head</li> <li>e. 6 pcs – Plastic Mop Handle</li> <li>f. 6 pcs – Polishing Pad</li> <li>g. 6 pcs – Scrubbing Pad</li> <li>h. 3 pcs – Push Brush</li> <li>i. 15 pcs – Soft Broom</li> <li>j. 10 pcs – Broom Stick</li> <li>k. 5 pcs – Toilet Plunger</li> <li>l. 10 pcs – Toilet Bowl Brush</li> <li>m. 15 pcs – Spray Gun</li> <li>n. 1 gal – Carpet shampoo</li> <li>o. 1 gal – Terranova wax</li> <li>p. 15 pairs – Plastic hand gloves</li> <li>q. 3 pcs – Pail (medium size)</li> <li>r. 5 pcs – Small dipper</li> <li>s. 5 pcs – Spatula</li> <li>t. 2 pairs – Garden gloves</li> <li>u. 1 kilo – Round rug</li> </ul>	
6	<p><b>Other Duties and Responsibilities:</b></p> <ul style="list-style-type: none"> <li>a. There must be an available reliever and/or replacement at all times to ensure continuous and uninterrupted services, in case of absences;</li> <li>b. Exercise the necessary supervision over the work of its personnel;</li> <li>c. Provide uniform to the assigned janitors;</li> <li><b>d. Comply with existing applicable labor laws, rules and regulations, and warrant the prompt payment of salaries and allowances to its employees, within the legal rate provided by law;</b></li> <li>e. Assume the full responsibility for any claim that its janitors or workers may have, by reason of their employment, and in case of accident, injury or illness incurred in the line of duty, the Client should not in any way be made liable by the Contractor;</li> <li>f. Responsible for damage to or loss of property belonging to the Client, of its employees; and</li> <li>g. Assume responsibility with regard to compliance with the requirements of the</li> </ul>	

	<p>New Labor Code, the Social Security Act, and other laws pertaining to employer-employee relationship. The client may require the contractor to show or produce papers, receipts of payment of SSS, PhilHealth and other evidence to show compliance to the Labor Code, as amended.</p>	
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## ***Section VIII. Checklist of Technical and Financial Documents***

### **Notes on the Checklist of Technical and Financial Documents**

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

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

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

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class "A" Documents*

#### Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);  
**or**
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,  
**and**
- (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;  
**and**
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

#### Technical Documents

- (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;  
**or**  
Original copy of Notarized Bid Securing Declaration; **and**
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (i) Original duly signed Omnibus Sworn Statement (OSS);  
**and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of

Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (j) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);  
**or**  
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

***Class "B" Documents***

- (l) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;  
**or**  
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

**II. FINANCIAL COMPONENT ENVELOPE**

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

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

- (o) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (p) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.





Republic of the Philippines

**Philippine Information Agency**

PIA Bldg., Visayas Avenue, Diliman Q.C. 1128

Metro Manila, Philippines

Tel. No. 920 1224 Fax. No. 920 4386 www.pia.gov.ph

**BAC RESOLUTION NO. 028**  
*Series of 2021*

**Ref. No 028\_PIABAC2021**

**RESOLUTION SETTING THE GUIDELINES ON THE CONDUCT OF ONLINE PUBLIC BIDDING IN ACCORDANCE WITH GPPB RESOLUTION 09-2020**

**WHEREAS**, the IATF Guidelines prescribes strict adherence to health protocols and discourages mass gathering activities;

**WHEREAS**, the Government Procurement Policy Board (GPPB) issued its Resolution No. 09-2020 dated 7 May 2020 approving measures for the efficient conduct of procurement activities during the state of calamity, or implementation of community quarantine or similar restrictions;

**NOW, THEREFORE**, in consideration of the foregoing, **WE** the Members of the **PIA BIDS AND AWARDS COMMITTEE**, by virtue of the powers vested on us by law, herby **ADOPTS** and shall **IMPLEMENT** the following **Guidelines on the Conduct of Online Public Bidding** pursuant to GPPB Resolution No. 09-2020 in the conduct of public bidding through online or electronic submission of bids.

**I. Advertisement / Posting of Invitation to Bid**

The invitation to Bid shall be posted on PhilGEPS and the Agency website Transparency Seal

**II. Pre-Bid Conference**

1. An online Pre-Bid Conference shall be conducted using Google Meet.
2. Interested suppliers must register with the BAC Secretariat at least three (3) calendar days before the day of the pre-bid conference by filling up the Google Form provided by the Secretariat.
3. After successful registration, the Secretariat will send an acknowledgement receipt and an invitation containing the Google Meet link on the email address provided in the registration form.
4. Only duly registered suppliers shall be allowed to attend the conference. For suppliers who have more than one representative who wish to attend, each representative shall fill up the pre-registration form.
5. The Secretariat will be the sole administrator of the video conference.
6. The video conference shall be recorded and a minute of the meeting will also be prepared.



### **III. Preparation and Submission of Bids**

1. Prior to the deadline of submission of bids, the bidder shall send a copy of the Official Receipt of purchase of bidding documents in Portable Document File (PDF) format with the filename "Bidder Name\_PIA Bid No. \_Official Receipt" to the email address indicated in the Invitation to Bid with a properly labelled subject "Official Receipt for PIA Bid No\_\_\_\_". The submitted copy of official receipt shall be subject to verification by the BAC Secretariat.
2. A reply email shall be sent to the bidder after successfully sending the Official Receipt to the proper email address.
3. A reply email shall also be sent to acknowledge receipt of the Official Receipt in instances where an email is sent;
  - i. With incorrect subject PIA Bid No, which means that a corresponding Bid Number does not exist;
  - ii. Without attachment
  - iii. With attachment that is not in the prescribed format
  - iv. With more than one (1) attachment; or
  - v. After the deadline
4. Bidders shall submit their bids in accordance with RA 9184 and its Implementing Rules and Regulations.
5. Further, as provided in GPPB Resolution No. 09-2020, online submission of bids shall be allowed.
6. All prospective bidder who will opt to submit their bids electronically, shall submit in conformity with the following:
  - 6.1 The bidder shall send an email and / or text message informing the BAC Secretariat of their intent to submit a bid. A Google Drive link will be provided to them for the submission of their bid. The link will only be accessible to the bidder for twenty-four (24) hours and thereafter will be closed. Should the bidder fail to submit within the given time, he will have to again request the BAC Secretariat for access.
  - 6.2 The bidder will submit TWO (2) password protected compressed folders in .ZIP format containing the scanned original copy of the Legal and Technical Requirements and the Financial Requirement.
  - 6.3 The first folder shall be named "PIA Bid No. ( ) Name of Supplier Legal and Technical"; The second envelope shall be named, " PIA Bid No. ( ) Name of Supplier Financial " each PDF file shall likewise be password protected.
  - 6.4 The four passwords shall be unique from each other and will only be given by the supplier during the Bid Opening.
  - 6.5 Upon receipt before the deadline, the BAC Secretariat shall send an acknowledgement receipt and a BID receipt which can be saved or printed by the bidder as proof of the official date and time of receipt of bids.
  - 6.6 Late bids shall not be included in the Opening Bids.
  - 6.7 The Secretariat shall download the files only in an Agency issued computer device. The Secretariat head as administrator and an alternate

are the only persons allowed to access the said password protected files for safekeeping and record purposes.

6.8 In case where a bidder wishes to modify its bid, the bidder shall send another Bid equally secured, properly identified and labelled as a "modification ". The time indicated in the latest Bid receipt page generated shall be the official time of submission. Bids submitted after the deadline shall not be accepted.

6.9 The following filename shall apply to Bid modification;

- "PIA Bid No. ( ) Name of Supplier Legal and Technical Modification"
- "PIA Bid No. ( ) Name of Supplier Financial Modification"

#### **IV. Bid Opening Process**

1. The BAC, with the assistance of the Secretariat and Technical Working Group, shall conduct the bid opening via Google Meet. Bidders are encouraged to attend the bid opening online. The passwords for the folders and the files shall be disclosed by the bidders only during the bid opening.
2. For bidders who are present, the Secretariat will ask the bidder in the chat box of the Google Meet video conferencing room for the corresponding password during the bid opening itself. The official representative of the bidder shall respond promptly in the same chat box with the passwords when prompted.
3. If a bidder is unable to attend the bid opening and his bid is about to be opened, the secretariat will ask for the passwords via text message to the official representative of the bidder who shall respond promptly with the password. Bidders are given a maximum of five (5) minutes to respond. If the bidder does not respond with the password within the given time, the BAC shall move on to the next bid, if any. If there are no other bids to be considered, the Secretariat shall ask again via text message for the password and the BAC shall give the bidder five minutes to respond. If the bidder fails to respond within the allotted time, his bid will no longer be considered.
4. The bidder shall first disclose the password for the first password-protected folder containing the eligibility documents and the Secretariat shall extract the eligibility documents therein. The Secretariat shall upload the said extracted file to Google Drive and share via email the link to such file to all BAC members, Secretariat and TWG. After sharing the link, the Secretariat will ask the bidder for the password to the eligibility documents in the same procedure described above.
5. If the bidder is considered passed on his eligibility requirements, together with any other bidders who are considered passed on their eligibility requirements, his second password-protected compressed folder containing financial documents and the files contained therein shall be opened and shared in the same manner as the passwords of the eligibility documents as described above. In no case will bidder disclose the passwords for his financial folders and files prior to being declared eligible based on the evaluation of his eligibility documents.

6. The bidders are given only three (3) attempts to disclose their password per compressed folder and PDF file to open the documents. Should the bidder fail to provide the correct password after the third attempt, their bid will no longer be considered. The Secretariat shall take and print a screenshot of the records and all incidents should be recorded in the minutes.
7. If an electronic bid or file was found to be damaged and could not be extracted/opened, the bid shall be considered "Failed".

## **V. BID EVALUATION**


1. Only eligible bids shall be evaluated.
2. In consideration of the limited access to financial institutions, regulatory and other offices, as well as the implementation of government restrictions on transport and travel, the following alternate documentary requirements shall be acceptable for procurement activities.
  - 2.1 Unnotarized Bid Securing Declaration;
  - 2.2 Expired Business or Mayor's Permit with Official Receipt of renewal application, subject to submission of Business or Mayor's permit after award of contract but before payment;
  - 2.3 Unnotarized Omnibus Sworn Statement subject to compliance therewith after award of contract but before payment; and
  - 2.4 Performance Securing Declaration (PSD) in lieu of a performance security to guarantee the winning bidder's faithful performance of obligations under the contract, subject to the following:
    - 2.4.1 Similar to the PSD used in Framework Agreement, such declaration shall state, among others, that the winning bidder shall be blacklisted from being qualified to participate in any government procurement activity for one (1) year, in case of first offense or two (2) years, if with prior similar offense, in the event it violates any of the conditions stated in the contract.
    - 2.4.2 An unnotarized PSD may be accepted, subject to submission of a notarized PSD before payment, unless the same is replaced with a performance security in the prescribed form, as stated below; and
    - 2.4.3 The end-user may require the winning bidder to replace the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA 9184 upon lifting of the State of Calamity, or community quarantine or similar restrictions, as the case may be.
    - 2.4.4 The BAC shall determine or validate the existence of the State of calamity, or implementation of community quarantine or similar restrictions and may require the submission of documentary proof for this purpose,"  
(GPPB Resolution 09-2020, dated May 7, 2020)
3. The BAC Secretariat shall record the proceedings and prepare the minutes of the meeting in the conduct of the opening and evaluation of bids.

**VI. Post Qualification**


1. The TWG shall conduct post-qualification measures based on the documents submitted by the bidders. Only those with complete and sufficient requirements shall be considered for purposes of awarding the contract.
2. If deemed necessary, the TWG may require the manual submission of the documents submitted by the bidders for proper evaluation.

This resolution shall take effect immediately.

APPROVED this 24<sup>th</sup> day of August 2021 at Quezon City, Philippines.

  
**EMVER P. CORTEZ**  
Chairperson, BAC

  
**GIRLIE G. BANGUNAN**  
Vice-Chairperson, BAC

  
**JOSELITO L. REYES**  
Member

  
**MA. BUENA FE D. DE GUZMAN**  
Member

  
**JAYSON P. LEGUIAB**  
Member

  
**ANNIE LYN P. HALCON**  
Provisional Member

**APPROVED:**

  
**RAMON L. CUALOPING III**  
Director General *cal*