

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of GOODS

Government of the Republic of the Philippines

Procurement of Janitorial Services for CY 2024

Project Identification Number: DOT-BAC IB 2024-002

**Sixth Edition
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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



INVITATION TO BID FOR THE *Procurement of Janitorial Services for CY 2024*

1. The *Department of Tourism (DOT)*, through the *General Appropriation Act 2024* intends to apply the sum of *Six Million Eight Hundred Thirty-Eight Thousand Five Hundred Pesos (PhP6,838,500.00) inclusive of applicable taxes*, being the ABC to payments under the contract for *“Procurement of the Janitorial Services for CY 2024” (Project Identification No. DOT-BAC IB 2024-002)*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *DOT* now invites bids for the above Procurement Project. Delivery of the Goods is required for *nine (9) months or April 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.

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 the Bids and Awards Committee (BAC) Secretariat through the contact details given below and inspect the Bidding Documents as posted on the websites of the DOT and the Philippine Government Electronic Procurement System (PhilGEPS).
5. A complete set of Bidding Documents may be acquired by interested Bidders from *February 15 to March 05, 2024 (8:00 a.m. to 5:00 p.m.)* and *March 06, 2024 (until 9:00 a.m.)* from the given address and website(s) below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Ten Thousand Philippine Pesos (PhP10,000.00) OR deposited to:*

Account Name	Department of Tourism-Regular Trust
Account Number	00-0-05002-407-4
Beneficiary's Bank	Development Bank of the Philippines (DBP)
Bank Branch	F. Zobel Branch
Address	809 J.P Rizal corner F. Zobel St., Makati City, Philippines

(Note: Pls. send copy of the Transaction report or any proof of payment at the email address moalmazan@tourism.gov.ph

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of DOT, **provided that bidders shall pay the non-refundable fee for the Bidding Documents not later than the submission of their bids.**

6. The **DOT** will hold a Pre-Bid Conference on ***February 22, 2024 at 10:00 a.m.*** at the ***4th Floor, Conference Room, DOT Bldg., No. 351 Sen. Gil Puyat Avenue, Makati City,*** which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission **on or before *March 06, 2024 at 9:00 a.m. only*** at the office address indicated below. 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 ***March 06, 2024 at 10:00 a.m.*** at the ***4th Floor, Conference Room, DOT Bldg. 351 Sen. Gil Puyat Ave., Makati City.***
10. All documents shall be current and updated and any missing document in the checklist is a ground for outright rejection of the bid. Bidder shall submit ***one (1) original and five (5) photocopies*** of the first and second components of its bid in sealed envelope.

To facilitate the evaluation of the bids, bidders are advised to follow the arrangement in the checklist when placed in an Envelope, with documents bounded, tabbed and labeled accordingly.

11. The **DOT** 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 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. GODOFREDO R. MALDONADO, JR.
Head, DOT-BAC Secretariat
Procurement Management Division, 4th Floor, DOT Bldg.
351 Sen. Gil Puyat Ave., Makati City
Telephone Nos. 8459-5200 to 30 Loc. 425
Email Address: grmaldonado@tourism.gov.ph
Website Address: www.tourism.gov.ph

13. You may visit the following websites:

For downloading of Bidding Documents: www.tourism.gov.ph / www.philgeps.gov.ph

February 14, 2024


ASEC. REYNALDO L. CHING
DOT-BAC Chairperson 



The DOT Building, 351 Sen. Gil Puyat Ave., 1200 Makati City, Philippines
Tel. Nos. (632) 8459-5200 to 8459-5230 • www.tourism.gov.ph

Section II. Instructions to Bidders

1. Scope of Bid

- I. The Procuring Entity, **Department of Tourism**, wishes to receive Bids for the **Procurement of Janitorial Services for CY 2024** with Project Identification Number **DOT-BAC IB 2024-002**.

The Procurement Project (referred to herein as “Project”) is composed of **one (1) lot**, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for **FY 2024** in the amount of **Six Million Eight Hundred Thirty-Eight Thousand Five Hundred Pesos (PhP6,838,500.00)**. The period for the performance of the obligations under the Contract shall not go beyond the validity of the appropriation for the Project.

- 2.2. The source of funding is the **FY 2024 General Appropriations Act**.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

7. Subcontracts

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

The Procuring Entity has prescribed that subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on ***February 22, 2024 at 10:00 a.m.*** at the ***4th Floor, Conference Room, DOT Bldg., No. 351 Sen. Gil Puyat Avenue, Makati City***, 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 ***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 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 ***one hundred twenty (120) calendar days from the date of opening of bids***. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid as indicated in ***paragraph 10 of the IB***. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing,

webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

20. Post-Qualification

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

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. <i>Refer to a service provider that can supply labor, tools, equipment, materials, and supplies including supervision for janitorial, sanitation, simple hauling and other related services, which includes general cleaning and janitorial maintenance work.</i></p> <p>b. completed within <i>three (3)</i> years prior to the deadline for the submission and receipt of bids.</p>
7.1	<i>Subcontracting is not allowed.</i>
12	<i>Not applicable</i>
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 <i>PhP136,770.00</i> (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 <i>PhP341,925.00</i> (5% of ABC), if bid security is in Surety Bond.</p>
15	<p>Each Bidder shall submit one (1) original and five (5) copies of the first and second components of its Bid.</p> <p>Bidders shall enclose their original eligibility and technical documents in one sealed envelope marked "ORIGINAL - TECHNICAL COMPONENT", and the original of their financial component in another sealed envelope marked "ORIGINAL - FINANCIAL COMPONENT", sealing them all in an outer envelope marked "ORIGINAL BID".</p> <p>Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as "COPY NO. ____ - TECHNICAL COMPONENT" and "COPY NO. ____ – FINANCIAL COMPONENT" and the outer envelope as "COPY NO. ____", respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.</p> <p>The original and the number of copies of the Bid shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.</p> <p>All envelopes shall:</p> <p>(a) contain the name of the contract to be bid in capital letters;</p>

	<p>(b) bear the name and address of the Bidder in capital letters;</p> <p>(c) be addressed to the Procuring Entity's BAC;</p> <p>(d) bear the specific identification of this bidding process; and</p> <p>(e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids.</p> <p>Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.</p>
19.3	<i>No further instructions</i>
20	<p>Additional Requirements for Post-Qualification:</p> <ul style="list-style-type: none"> • Certification of Satisfactory of Performance from at least three (3) clients with completed contracts from the government or a private corporation within the last three (3) years • Certificate of Registration issued by DOLE, pursuant to D.O No. 174, S-2017 • Required number of service personnel, including supervisor and assistant supervisor, in accordance with the scope of service/work, standards, methodology, approved janitorial plan and manpower complement and deployment • Certifications and/or proof of payment from the relevant government agencies that it is regularly paying the Social Security System (SSS), Pag-Ibig Fund, and PHILHEALTH Insurance contributions as mandated by law, as well as income taxes (if applicable) of its service personnel; Certifications or proof of payment will be based on the 3rd Quarter Clearance • Updated/latest Bank certificates as proof of financial capability to advance the compensation (e.g. wages, overtime, additional benefits) of the service personnel for deployment to the DOT for at least three (3) months
21	<i>No further instructions</i>

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>Delivery and Documents –</p> <p>Delivery of the Goods (i.e. janitorial services, equipment, paraphernalia) 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 Mr. Rolando Bautista Chief, General Services Division rabautista@tourism.gov.ph</p>
	<p>Regular and Recurring Services – [In case of contracts for regular and recurring services, state:] “The contract for regular and recurring services shall be subject to a renewal whereby the performance evaluation of the service provider shall be conducted in accordance with Section VII. Technical specifications.”</p>
2.2	<p>The DOT will make a monthly payment upon submission of Monthly Billing Statement, Remittances of SSS, Pag-Ibig, Philhealth and Daily Time Records.</p>
4	<p>The inspections and tests that will be conducted are actual inspection of the performance of the janitorial manpower, their equipment and other essential paraphernalia at any time it is deemed necessary or as referred to Section VII. Technical Specifications.</p>

Section VI. Schedule of Requirements

Schedule of Requirements

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
	Janitorial Services for CY 2024	1 lot	1 lot	Nine (9) months or April to December 31, 2024

The project site is at DOT, Makati City

*More detailed service requirements and technical specifications are found under **Section VII. Technical Specifications***

Conforme:

Name of Bidder's/Representative

Signature

Date

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
		<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>
	<p>I. QUALIFICATIONS OF SERVICE PROVIDER</p> <ol style="list-style-type: none"> 1. The Service Provider must be compliant with the Labor Code/D.O. No. 18-A s. 2011. Otherwise known as the “Rules Implementing Articles 106 to 109 of the Labor Code, As Amended; 2. The Service Provider must be duly registered with the Securities and Exchange Commission (SEC), or the Department of Trade and Industry (DTI), or the Cooperative Development Authority (CDA), as the case may be; 	

	<p>3. The Service Provider must be engaged/experienced in providing janitorial services for at least ten (10) years; and</p> <p>4. The Service Provider must submit a certification of Satisfactory of Performance from at least three (3) clients with completed contracts from the government or a private corporation within the last three (3) years.</p> <p>5. The Service Provider must submit a Certificate of Registration issued by DOLE, pursuant to DO No. 174, S-2017.</p> <p>6. <i>The aforementioned certificates shall be submitted during post qualification.</i></p> <p>II. RESPONSIBILITIES OF THE SERVICE PROVIDER</p> <p>1. During the Post-Qualification, the Service Provider shall:</p> <ul style="list-style-type: none"> • provide the required number of service personnel, including supervisor and assistant supervisor, in accordance with the scope of service/work, standards, methodology, approved janitorial plan and manpower complement and deployment; • provide certifications and/or proof of payment from the relevant government agencies that it is regularly paying the Social Security System 	
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	<p>(SSS), Pag-Ibig Fund, and PHILHEALTH Insurance contributions as mandated by law, as well as income taxes (if applicable) of its service personnel, Certifications or proof of payment will be based on the 3rd Quarter Clearance;</p> <ul style="list-style-type: none"> • present updated/ latest Bank certificate as proof of financial capability to advance the compensation (e.g. wages, overtime, additional benefits) of the service personnel for deployment to the DOT for at least three (3) months; <p>2. The Service Provider shall assume responsibility with regards to the compliance with the Labor Laws and Other Social Legislation as mandated by Section 25.2 Implementing Rules and Regulations of R.A. No. 9184;</p> <p>3. The overtime services rendered by the janitorial personnel shall be billed and paid separately;</p> <p>4. Should there be any any wage or mandated benefits (i.e., SSS, Pag-IBIG and PHILHEALTH) increase in favor of the assigned service personnel subsequent to the execution of contract pursuant to a law, executive order, decree or wage order, the Service Provider must inform the DOT in writing of the mandated increase to</p>	
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	<p>allow the latter to undertake the appropriate measures to address the same before its implementation;</p> <p>5. The Service Provider shall ensure that the service personnel to be assigned at DOT, must have been well-screened, properly trained and physically and mentally fit;</p> <p>6. Before deployment of personnel, the Service Provider shall submit to the DOT through the General Services Division (GSD) the following documents:</p> <ul style="list-style-type: none"> • A certification of the salaries, wages and other compensation of its personnel to be assigned to the DOT, based on the prevailing wage, mandated by law as well as their premium contributions to PHILHEALTH, Pag-IBIG and Social Security System based on existing rates provided for by said agencies; • Most recent certification of Good Moral Character issued by the Service Provider, valid NBI Clearance, Medical Clearance and Drug-Test Result for each of the personnel to be assigned to DOT including the Supervisor and Assistant Supervisor; <p>7. The Service Provider shall have direct supervision and control over all its contracted</p>	
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	<p>service personnel to be assigned to DOT;</p> <p>8. The Service Provider must provide checklist for monitoring of the orderliness and cleanliness of every restroom;</p> <p>9. The Service Provider shall assume full responsibility for any loss, damage or injury caused to the DOT or its employees, properties, or premises, arising from or occasioned by the service personnel's act or omission, subject to due process;</p> <p>10. The Service Provider shall be responsible in imposing disciplinary measures or legal sanctions against the service personnel who shall commit an offense within the DOT premises (e.g. theft/pilferage, damage or disruption, drunkenness/alcoholism, using prohibited drugs, gambling, violence and possessing firearms), subject to due process;</p> <p>11. The DOT reserves the right to demand the immediate replacement of any service personnel who may have committed any of the offenses mentioned in Item # 10 pending results of the investigation of the Service Provider and whose services shall be prejudicial to the interests of the DOT;</p> <p>12. The Service Provider shall provide the required uniforms and identification cards (IDs) to its personnel for deployment to DOT. It shall</p>	
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	<p>ensure that its personnel must be neat and always wear their uniforms properly during the performance of their obligations;</p> <p>13. The Service Provider shall assign the Supervisor/Assistant Supervisor to serve as timekeeper and provide their own office equipment and office supplies such as Bundy clock, Bundy card, logbook, bond paper, ball pen, envelopes, etc.;</p> <p>14. The Service Provider shall ensure the availability of a replacement service personnel in case of absence of its personnel;</p> <p>15. The Service Provider shall require its personnel to comply with the DOT's health, safety and security regulations and other regulations concerning the movement and conduct of persons on DOT premises among others, conserve energy, water, paper and other resources;</p> <p>16. The Service Provider shall immediately inform the DOT of any incident occurring in connection with or as a result of performing its obligations, particularly where the incident causes any personal injury or damage to property which could give rise to personal injury;</p> <p>17. The Service Provider shall absorb at least sixty percent (60%) of the qualified</p>	
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	<p>personnel of the DOT's present provider;</p> <p>18. The Service Provider shall provide and deliver, at its own expense, all the required tools, devices, equipment, materials and supplies to the DOT through the GSD at the start of operations. These shall be stored at the designated place and should be made available for use and 100% operational at all times. Likewise, the cost of replacement, repair and maintenance of all tools, devices and equipment required shall be also at the account of the Service Provider.</p> <p>III. SERVICE PERSONNEL REQUIREMENT/ QUALIFICATIONS</p> <p>A. SUPERVISOR</p> <ul style="list-style-type: none"> ➤ Male or Female; ➤ At least two (2) years of college/vocational studies; ➤ Must have at least three (3) years supervisory experience; and ➤ Must have relevant training for the last five (5) years. <p>B. ASSISTANT SUPERVISOR</p> <ul style="list-style-type: none"> ➤ Male or Female; ➤ At least high school graduate; ➤ Must have at least one (1) year assistant 	
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	<p>supervisory experience; and</p> <ul style="list-style-type: none"> ➤ Must have relevant training for the last two (2) years. <p>JANITOR</p> <ul style="list-style-type: none"> ➤ Male or Female; ➤ At least high school graduate; ➤ Must have at least one (1) year relevant experience; and ➤ Must have relevant training for the last two (2) years. <p>IV. RESPONSIBILITIES OF SERVICE PERSONNEL</p> <p>A. SUPERVISOR/ ASSISTANT SUPERVISOR</p> <ol style="list-style-type: none"> 1. Ensure compliance of the Manpower Deployment Schedule; 2. Shall serve as the authorized timekeeper of the service personnel; 3. Shall prepare and submit the summary of attendance of the service personnel indicating the actual man-days/hours rendered for the billing period together with the daily time record; 4. Shall submit a copy of the daily time record, certification of services rendered, accomplishment report and request for 	
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	<p>overtime service of the end-user;</p> <ol style="list-style-type: none"> 5. Shall evaluate and verify service personnel performance through the review of completed work assignments and work techniques; 6. Ensure that there is a written request from the end-user prior to the render of overtime services; 7. Ensure proper labor relations and conditions of service personnel are maintained; 8. Maintain records, prepare reports, and compose correspondence relative to the work; 9. Make rounds to check for crew coverage of designated work areas, assign needed coverage, gives special cleaning instructions and/or assignments, and ascertains compliance with directives; 10. Conduct inspections and investigates end-user complaints to check for cleanliness, and advise subordinates of found conditions and methods of correction; 11. Determine materials, supplies, and equipment needs; requisitions cleaning supplies and materials; 12. Conduct inventory of all cleaning supplies and equipment and informing management when supplies are depleted. The inventory must be done 	
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	<p>every 15th and 30th of every month;</p> <p>13. Inspect equipment for cleanliness and repair and personally makes minor repairs;</p> <p>14. Administer regulations governing the use of office facilities in off-work hours. Perform related work as assigned; and</p> <p>15. Provide a checklist for the monitoring of the cleanliness of the toilet.</p> <p>B. JANITORS/JANITRESSES</p> <p>1. Maintaining the cleanliness and neatness of all DOT premises, rooms and office equipment;</p> <p>2. Cleaning of sidewalls, doors, partitions, sidings, glass doors and windows and its appurtenant steel or aluminum frames through scrubbing and wiping aby application of cleaning solutions to remove dust, soot and grime;</p> <p>3. Emptying, collecting and cleaning of trash receptacles and waste containers and disposal of trash to the trash storage areas;</p> <p>4. Keeping the stairways, fire exits and entrance clean and free from obstruction at all times;</p> <p>5. Providing assistance to the maintenance personnel in cleaning the water tanks, (every 6 months);</p>	
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	<p>6. Reporting to the DOT General Services Division (GSD) of all broken fixtures in the comfort rooms, hallways, and stairs and other observations, which require the immediate attention of GSD-Maintenance Section;</p> <p>7. <u>Daily Schedules</u></p> <ul style="list-style-type: none"> • Cleaning of DOT building basement, grounds, the periphery of all entrances, the parking lots, and the elevators; • Cleaning of the Comfort Rooms at all times specially during peak hours (12:30 pm – 2:00 pm); • Sweeping, damp mopping, scrubbing and spray buffing of all floors including corridors and stairways and other parts/portions of the DOT building premises; • Cleaning, sanitizing and disinfecting of all restrooms, urinals, lavatories, toilet bowls and washroom basins; • Checking and reloading of toilet paper, toilet hand soap and other toilet supplies if required; • Cleaning of kitchen pantry and cabinets and ensure that no dishes, glasses and 	
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	<p>utensils left in the pantry sink;</p> <ul style="list-style-type: none"> • Watering of indoor and outdoor plants, damp-wiping of artificial plants, ridding its pots and planter's boxes; <p>8. <u>Weekly Schedules</u></p> <ul style="list-style-type: none"> • General cleaning, washing, scrubbing and polishing of floors, hallway, comfort rooms and washrooms and interior glass panels; • Cleaning of venetian/roll-up blinds; • General cleaning of wall partitions and other vertical surfaces; • General cleaning of all the offices including dusting, spot scrubbing and damp wiping of office furniture, fixtures and equipment; • Sweeping, vacuum cleaning and stain spotting of carpeted rooms; • General cleaning for the common toilets, official's toilet, common pantry, and official's pantry; • Sweeping and washing of driveway and parking area; <p>9. <u>Bi-monthly Schedules</u></p> <ul style="list-style-type: none"> • Shampooing of chairs and sofa 	
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V. DEPLOYMENT AND SCHEDULE OF DUTY

Deployment per floor	Number of Janitors	6:00AM to 3:00PM Shift	10:00AM to 7:00PM Shift	2:00PM to 10:00PM Shift
Ground Floor	4	3	1	
Second Floor	4	3	1	
Third Floor	4	3	1	
Fourth Floor	4	3	1	
Fifth Floor	4	3	1	
Penthouse	4	3	1	
Night shift	2	0	0	2
Supervisor & Assistant Supervisor	2	1		1
TOTAL	28			

Note: Night shifters are also assigned to dispose of the garbage collected from all floors of the building to the designated area.

VI. EQUIPMENT, TOOLS, SUPPLIES AND MATERIALS

PARTICULARS	QUANTITY	UNIT
A. Weekly		
Air Freshener	3	Gallon
Liquid Hand Soap	6	Gallon
Heavy Duty Sponge	9	piece
Liquid Detergent	4	Gallon
Furniture Cleaner and protectant	1	Gallon
70% Isoprophyl Alcohol	2	Gallon
Dishwashing Liquid	3	Gallon
B. Monthly		
Franela	50	piece
Garbage Bag, XL	500	piece
Garbage Bag, Medium	300	piece
Mop Head	24	piece
Liquid Bleach	6	Gallon
Deodorant Cake	150	piece
Bowl Bite Cleaner	4	Gallon
Liquid Glass Cleaner	2	Gallon
Carpet Shampoo	4	Gallon
Tissue Paper (3-ply) Roll	500	Roll
C. Every 2-Months		
Soft Broom	12	piece
Drain Declogger	12	Liter

Toilet Oval Brush with handle for cleaning of toilet bowl	12	piece
Rubber Gloves	14	pair
Hand Brush	12	piece
D. Quarterly		
Broomstick	12	piece
Heavy Duty Plunger	12	piece
Floor scrub brush with handle	12	piece
Glass Squeegee	6	piece
E. Annual Supplies		
Warning Sign	12	piece
Heavy Duty Push Cart/Utility Cart (Big)	5	piece
Garbage Hauler	6	piece
Utility Ladder, one (1) piece 12 ft., one (1) piece 8ft. two (2) pieces 6 ft.	4	piece
Plastic Pail	12	piece
Dust pan (close/open)	20	piece
Tong	6	piece
Rubber Force Pump	12	piece
Mop Handle (regular)	24	piece
Mop Squeezer	7	piece
Hose (at least 20 meters)	4	set
Tissue Roll Holder Wall mounted	16	piece
Cleaners Utility Belt	28	set
Spray bottles	28	piece

Note: Submit the Breakdown of Standard Computation

Conforme:

Name of Bidder's/Representative

Signature

Date

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); in accordance with Section 8.5.2 of the IRR.

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 (**Annex “A”**); 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 (**Annex “B”**); 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 (**Annex “C”**); and
- ☐ (e) Conformity with the Technical Specifications (**Section VII**), which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; (**Section VI**) and
- ☐ (f) Original duly signed Omnibus Sworn Statement (OSS) (**Annex “D”**); **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) (**Annex E**);
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.

II. FINANCIAL COMPONENT ENVELOPE

- ☐ (i) Original of duly signed and accomplished Financial Bid Form (**Annex “F”**);
and
- ☐ (j) Original of duly signed and accomplished Price Schedule(s) (**Annex “G”**).

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

- ☐ (k) *[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.
- ☐ (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.