

**PHILIPPINE BIDDING DOCUMENTS**

# **Procurement of GOODS**

**Government of the Republic of the Philippines**

**COMMISSION ON AUDIT**

**REGIONAL OFFICE No. XII**

**Koronadal City, South Cotabato**

**Procurement of Janitorial Services for CY 2024**

**(Bid No. COA RO12-2023-005)**

**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***



REPUBLIC OF THE PHILIPPINES  
**COMMISSION ON AUDIT**  
**REGIONAL OFFICE NO. XII**  
Brgy. Paraiso, Koronadal City

## **INVITATION TO BID FOR THE PROCUREMENT OF JANITORIAL SERVICES FOR C.Y. 2024 [BID NO. COA RO12-2023-005]**

1. The *Commission on Audit, Regional Office No. XII, Koronadal City, South Cotabato*, through the **Government of the Philippines - National Expenditure Program (NEP) for 2024** intends to apply the sum of *Two Million Thirteen Thousand Pesos (P2,013,000.00)* being the ABC to payments under the contract for *Procurement of Janitorial Services for CY 2024 (COA RO12-2023-005)*.

Shown below is the summary of information of the project, viz:

<b>Description</b>	<b>Quantity</b>	<b>ABC</b>
Janitorial Services for the period covering January 1, 2024 to December 31, 2024 for COA RO XII Buildings at Purok Mesias, Barangay Paraiso, Koronadal City <ul style="list-style-type: none"><li>- Services of four (4) Utility Workers with eight (8) hours duty from Monday to Friday<ul style="list-style-type: none"><li>• 4UW x ₱14,000/month</li></ul></li><li>- Inclusive of Cleaning Supplies worth ₱5,000.00 per month<ul style="list-style-type: none"><li>• Muriatic Acid/Bleach</li><li>• Toilet Bowl Cleaner</li><li>• Soap (Detergent Powder, All Purpose)</li><li>• Glass Cleaner</li><li>• Multi-Purpose Cleaner</li></ul></li><li>- Option to add Utility worker at the discretion of the Regional Director</li></ul>	48	₱732,000.00

Description	Quantity	ABC
<p>Janitorial Services for the period covering January 1, 2024 to December 31, 2024 for PSAO Sultan Kudarat Building located at Tacurong City</p> <ul style="list-style-type: none"> <li>- Services of two (2) Utility Workers with eight (8) hours duty from Monday to Friday <ul style="list-style-type: none"> <li>• 2UW x ₱14,000/month</li> </ul> </li> <li>- Inclusive of Cleaning Supplies worth ₱2,500.00 per month <ul style="list-style-type: none"> <li>• Muriatic Acid/Bleach</li> <li>• Toilet Bowl Cleaner</li> <li>• Soap (Detergent Powder, All Purpose)</li> <li>• Glass Cleaner</li> <li>• Multi-Purpose Cleaner</li> </ul> </li> <li>- Option to add Utility Workers at the discretion of the Regional Director</li> </ul>	24	366,000.00
<p>Janitorial Services for the period covering January 1, 2024 to December 31, 2024 for PSAO Sarangani Building located at Alabel, Sarangani Province</p> <ul style="list-style-type: none"> <li>- Services of two (2) Utility Workers with eight (8) hours duty from Monday to Friday <ul style="list-style-type: none"> <li>• 2UW x ₱14,000/month</li> </ul> </li> <li>- Inclusive of Cleaning Supplies worth ₱2,500.00 per month <ul style="list-style-type: none"> <li>• Muriatic Acid/Bleach</li> <li>• Toilet Bowl Cleaner</li> <li>• Soap (Detergent Powder, All Purpose)</li> <li>• Glass Cleaner</li> <li>• Multi-Purpose Cleaner</li> </ul> </li> <li>- Option to add Utility worker at the discretion of the Regional Director</li> </ul>	24	366,000.00
<p>Janitorial Services for the period covering January 1, 2024 to December 31, 2024 for PSAO Kidapawan City Building and Provincial Training Center located at Amas, Kidapawan City</p> <ul style="list-style-type: none"> <li>- Services of three (3) Utility Workers with eight (8) hours duty from Monday to Friday <ul style="list-style-type: none"> <li>• 3UW x ₱14,000/month</li> </ul> </li> </ul>	36	549,000.00



Description	Quantity	ABC
<ul style="list-style-type: none"> <li>- Inclusive of Cleaning Supplies worth ₱3,750.00 per month <ul style="list-style-type: none"> <li>• Muriatic Acid/Bleach</li> <li>• Toilet Bowl Cleaner</li> <li>• Soap (Detergent Powder, All Purpose)</li> <li>• Glass Cleaner</li> <li>• Multi-Purpose Cleaner</li> </ul> </li> <li>- Option to add Utility worker at the discretion of the Regional Director</li> </ul>		
<b>TOTAL</b>		<b>P2,013,000.00</b>

Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The *Commission on Audit, Regional Office No. XII, Koronadal City, South Cotabato* now invites bids for the above Procurement Project. Delivery of the Goods is required by **January 1, 2024 to December 31, 2024**. Bidders should have completed, within *three (3) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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 *BAC Secretariat, Commission on Audit Regional Office NO. XII, Koronadal City South Cotabato* and inspect the Bidding Documents at the address given below from **8:00AM to 5:00PM, Mondays to Fridays except holidays**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **October 25, 2023 to November 20, 2023** 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 Two Thousand Five Hundred Pesos (P3,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees along with the submission of their bids.
6. The *Commission on Audit Regional Office No. XII, Koronadal City, South Cotabato* will hold a Pre-Bid Conference on **November 6, 2023 at 9:30 in the morning** at **3F COA Regional Office No. XII, Purok Mesias, Barangay Paraiso, Koronadal City** and/or through video conferencing

or webcasting *via a Zoom meeting*, which shall be open to prospective bidders, provided, they signify to the BAC Secretariat not later than November 3, 2023.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before ***November 20, 2023 at 9:30 in the morning***. 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 ***November 20, 2023 at 10:00 in the morning*** at the given address below and/or via a Zoom meeting. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The ***Commission on Audit, Regional Office No. XII, Koronadal City, South Cotabato*** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:


**ANA MAY R. BELLA**  
Head, BAC Secretariat  
COA Regional Office No. XII,  
Purok Mesias, Barangay Paraiso, 9506 Koronadal City  
Contact No.: 0960 345 4363  
Email: bac\_coa12@yahoo.com

12. You may visit the following websites:

For downloading of Bidding Documents:

<https://www.philgeps.gov.ph>  
<https://www.coa.gov.ph>

*October 25, 2023*

  
**ORLANDO C. MATAS**  
State Auditor V  
Chairperson, BAC

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

## 1. Scope of Bid

The Procuring Entity, *Commission on Audit Regional Office No. XII* wishes to receive Bids for the *Procurement of Janitorial Services for COA Regional Office No. XII, Koronadal City, South Cotabato; COA PSAOs Alabel, Sarangani, Tacurong City, Sultan Kudarat and Amas, Kidapawan City, Cotabato Province for C.Y. 2024* per Bid No. COA RO12-2023-005.

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

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for *NEP for 2024* in the amount of *Two Million Thirteen Thousand Pesos (P2,013,000.00)*.

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

## 3. Bidding Requirements

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

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

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

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

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

## 5. Eligible Bidders

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

- 5.2. Foreign ownership 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.
- 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:
- 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 and either at its physical address **3F Commission on Audit Regional Office No. XII, Purok Mesias, Barangay Paraiso, Koronadal City, South Cotabato** and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

## 9. Clarification and Amendment of Bidding Documents

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

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

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *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 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 the **BDS**.

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

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

### **14. Bid Security**

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall 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 *March 20, 2024*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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

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

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

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

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

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

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

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

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

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

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

## **18. Domestic Preference**

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

## **19. Detailed Evaluation and Comparison of Bids**

19.1. The Procuring 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 one (1) project having several items that shall be awarded as **one contract**.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## **20. Post-Qualification**

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

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

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

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

# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. <i>Contract for Janitorial Services</i></li> <li>b. completed within <i>three (3) years</i> prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	<b><i>Subcontracting is not allowed.</i></b>
12	The price of the Goods shall be quoted DDP <i>Philippines</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><i>Forty Thousand Two Hundred Sixty Pesos PP40,260.00</i></b>, 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><i>One Hundred Thousand Six Hundred Fifty Pesos (P100,650.00)</i></b> if bid security is in Surety Bond.</li> </ul>
15	Each Bidder shall submit <b>one (1) original copy</b> and <b>two (2) duplicate copies</b> of the first and second components of its Bid.
19.3	<b><i>No further instruction.</i></b>
20.2	<p>To facilitate the post-qualification, the bidder at its option may submit in advance, i.e. on the deadline for submission and receipt of bids, the documents required in Section II. ITB 20 in a separate envelope as follows:</p> <ul style="list-style-type: none"> <li>1. Latest income and business tax returns: Printed copies of the Electronically Filed Income Tax/Business Tax Returns with copies of their respective Payment Confirmation Forms for the immediately preceding calendar/ tax year from the authorized agent bank;</li> </ul> <p>Tax returns filed and taxes paid through the BIR electronic Filing and Payment System (EFPS) or manual payment, in consideration to Revenue Memorandum Circular No. 32-2023 dated March 3, 2023, will be accepted.</p>
21.2	<b><i>Not applicable.</i></b>

## ***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 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*

## Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents –</b></p> <p>Delivery of the Goods/Services shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier shall be denominated in the below terms:</p> <ul style="list-style-type: none"> <li>a. Upon delivery of the Janitorial Services to the respective Project Sites, the Manpower Agency shall notify the Procuring Entity and present the following documents to the Procuring Entity: <ul style="list-style-type: none"> <li>i. Original and four (4) copies of the Monthly Deployment Report (MDR) duly accomplished by the Manpower Agency at the end of each month stating the names of the guards and supervisors, salary rates and actual attendance;</li> <li>ii. Evidence of actual rendition of services attaching thereto the daily time cards of its Personnel acknowledged and countersigned by the Head of Station or his/her duly authorized representative where the janitors are assigned, in relation to Item 1.4 par. 3 of the Service Level Agreement;</li> <li>iii. Sworn Certification that it has no unpaid salaries or wages for services rendered by its personnel and that it has complied with existing labor standards, wage orders, Executive Orders, other Executive Issuances and the regulations promulgated thereunder, and other relevant City Ordinances, as may be appropriate;</li> <li>iv. Copy of the latest payroll signed by the janitors, and in case of payroll of the last payday under this Contract, shall include proof of payment of 13th month pay.</li> </ul> </li> </ul>
2.2	<p><b><i>Commission on Audit, Regional Office No. XII, Koronadal City, South Cotabato</i></b> will make payments upon submission of Statement of Account every 15th and 30th day of the month by the Service Contractor.</p>
4	No further instructions.



## ***Section VI. Schedule of Requirements***

## Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/ Months
1	<p>Janitorial Services for the period covering January 1, 2024 to December 31, 2024 for COA RO XII Buildings at Purok Mesias, Barangay Paraiso, Koronadal City</p> <ul style="list-style-type: none"> <li>- Services of four (4) Utility Workers with eight (8) hours duty from Monday to Friday                             <ul style="list-style-type: none"> <li>• 4UW x ₱14,000/month</li> </ul> </li> <li>- Inclusive of Cleaning Supplies worth ₱5,000.00 per month                             <ul style="list-style-type: none"> <li>• Muriatic Acid/Bleach</li> <li>• Toilet Bowl Cleaner</li> <li>• Soap (Detergent Powder, All Purpose)</li> <li>• Glass Cleaner</li> <li>• Multi-Purpose Cleaner</li> </ul> </li> <li>- Option to add Utility worker at the discretion of the Regional Director</li> </ul>	48		January 1, 2024 to December 31, 2024
2	<p>Janitorial Services for the period covering January 1, 2024 to December 31, 2024 for PSAO Sultan Kudarat Building located at Tacurong City</p> <ul style="list-style-type: none"> <li>- Services of two (2) Utility Workers with eight (8) hours duty from Monday to Friday                             <ul style="list-style-type: none"> <li>• 2UW x ₱14,000/month</li> </ul> </li> <li>- Inclusive of Cleaning Supplies worth ₱2,500.00 per month                             <ul style="list-style-type: none"> <li>• Muriatic Acid/Bleach</li> <li>• Toilet Bowl Cleaner</li> <li>• Soap (Detergent Powder, All Purpose)</li> </ul> </li> </ul>	24		January 1, 2024 to December 31, 2024

Item Number	Description	Quantity	Total	Delivered, Weeks/ Months
	<ul style="list-style-type: none"> <li>• Glass Cleaner</li> <li>• Multi-Purpose Cleaner</li> </ul> <p>- Option to add Utility worker at the discretion of the Regional Director</p>			
3	<p>Janitorial Services for the period covering January 1, 2024 to December 31, 2024 for PSAO Sarangani Building located at Alabel, Sarangani Province</p> <p>- Services of two (2) Utility Workers with eight (8) hours duty from Monday to Friday</p> <ul style="list-style-type: none"> <li>• 2UW x ₱14,000/month</li> </ul> <p>- Inclusive of Cleaning Supplies worth ₱2,500.00 per month</p> <ul style="list-style-type: none"> <li>• Muriatic Acid/Bleach</li> <li>• Toilet Bowl Cleaner</li> <li>• Soap (Detergent Powder, All Purpose)</li> <li>• Glass Cleaner</li> <li>• Multi-Purpose Cleaner</li> </ul> <p>- Option to add Utility worker at the discretion of the Regional Director</p>	24		January 1, 2024 to December 31, 2024
4	<p>Janitorial Services for the period covering January 1, 2024 to December 31, 2024 for PSAO Kidapawan City Building and Provincial Training Center located at Amas, Kidapawan City</p> <p>- Services of three (3) Utility Workers with eight (8) hours duty from Monday to Friday</p> <ul style="list-style-type: none"> <li>• 3UW x ₱14,000/month</li> </ul> <p>- Inclusive of Cleaning Supplies worth ₱3,750.00 per month</p>			January 1, 2024 to December 31, 2024

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/ Months</b>
	<ul style="list-style-type: none"> <li>• Muriatic Acid/Bleach</li> <li>• Toilet Bowl Cleaner</li> <li>• Soap (Detergent Powder, All Purpose)</li> <li>• Glass Cleaner</li> <li>• Multi-Purpose Cleaner</li> </ul> <p>- Option to add Utility worker at the discretion of the Regional Director</p>			

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

# Technical Specifications

Lot	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>		
I	<p><b>Janitorial Manpower</b></p> <p>a. The Contractor shall provide Lot 1 - 4 Utility Workers (UW) for the COA Regional Office Buildings, Lot 2 - 2 UW for the PSAO –Sultan Kudarat Building, Lot 3 - 2 UW for the PSAO – Sarangani Province Building, and Lot 4 – 3 UW for the PSAO – Cotabato Province Building who are:</p> <ol style="list-style-type: none"> <li>1. Of good moral character and without criminal or police records;</li> <li>2. Physically and mentally fit, as evidenced by a medical certificate; and</li> <li>3. Duly trained and skilled to function as Utility Worker.</li> </ol> <p>The bidder shall attach to its Bid a notarized/sworn statement as proof of compliance with the foregoing qualifications prescribed for the Utility Workers per Lot.</p>	
	<p><b>b. The Utility Workers shall perform the following:</b></p> <ol style="list-style-type: none"> <li>1. Maintain the cleanliness and orderliness of the office premises in accordance with the Service Level Agreement (Annex A) and the Housekeeping Plan to be submitted by the Contractor during the Bid Opening, taking into account the following: <ol style="list-style-type: none"> <li>a. Protection of COA properties from damage or destruction in connection with the janitorial activities rendered;</li> <li>b. Preservation of confidentiality of COA records; and</li> <li>c. Proper collection and disposal of garbage.</li> </ol> </li> <li>2. Miscellaneous Services to be performed whenever required (i.e., logistical assistance during meetings and</li> </ol>	

	conferences, hauling of office furniture, fixtures and equipment, and other errand works within COA premises).	
	<p>c. The Contractor shall provide, at a minimum, the following cleaning equipment/tools in good running condition:</p> <ol style="list-style-type: none"> <li>1. Mop wringer/squeezer;</li> <li>2. Glass squeegee;</li> <li>3. Heavy duty vacuum cleaner;</li> <li>4. Floor warning sign;</li> <li>5. Spatula;</li> <li>6. Wheel barrow; and</li> <li>7. Garden tools.</li> </ol>	
	<p>d. The following areas shall be covered by the Janitorial Services, comprising of office spaces, conference rooms, pantries, stock rooms, comfort rooms, hallways, and common areas:</p> <p>Item 1 – COA Regional Office Buildings at Purok Mesias, Barangay Paraiso, Koronadal City</p> <p>Item 2 – Provincial Satellite Auditing Office (PSAO) – Sultan Kudarat Province at Tacurong City</p> <p>Item 3 - Provincial Satellite Auditing Office (PSAO) – Sarangani Province at Alabel, Sarangani Province</p> <p>Item 4 – Provincial Satellite Auditing Office (PSAO) – North Cotabato at Amas, Kidapawan City</p>	
II	<p><b>Additional Set of Technical Evaluation Parameters</b></p> <p>a. Stability</p> <ol style="list-style-type: none"> <li>1. Years of Experience - at least 2 years in the janitorial business</li> <li>2. Organizational Set-up - with good and efficient office setup, personnel, office tools, and equipment.</li> </ol> <p>The bidder shall be required to attach to his/her bid a notarized/sworn statement stating to that effect his/her compliance of the foregoing parameters.</p> <p>b. Resources</p>	

	<p>1. Number and Kind of Equipment and Supplies - with the minimum number and kind of equipment and supplies as specified under Section VI. Schedule of Requirements</p> <p>2. Number of Utility Workers</p> <p>Item 1 – at least 4</p> <p>Item 2 – at least 2</p> <p>Item 3 – at least 2</p> <p>Item 4 – at least 3</p> <p>c. Housekeeping Plan - said Plan must be tailored fit to the service requirements of the COA. The Winning Contractor shall state/enumerate the specific methodology to be employed for the execution of the Housekeeping Plan. The Housekeeping Plan should accordingly be made part of the Bidder's submission.</p>	
III	<p>The Manpower Agency shall strictly comply with the guidelines of the Department of Health (DOH) Department Circular No. 2023-0324 dated July 23, 2023 on the Updated Health Protocols following the Lifting of the COVID-19 Public Health Emergency and other related issuances on health protocols</p>	



## SERVICE LEVEL AGREEMENT

### 1.0 General Conditions:

- 1.1 The SERVICE AGENCY agrees that the Commission on Audit Regional Office No. XII (hereinafter referred to as the “CLIENT”), through the Regional Director, reserves the right to screen and accept or deny the deployment of any personnel recommended by the SERVICE AGENCY.
- 1.2 The deployed personnel shall work eight (8) hours a day, five days a week from Monday to Friday. However, the personnel may be requested to provide assistance outside the regular working hours or during weekends or holidays, upon the written approval of the Regional Director.
- 1.3 The CLIENT has the right to effect changes in the assignment/deployment of the janitors at any time during the contract period, through a written notice to the SERVICE AGENCY. Likewise, the CLIENT may increase or decrease the number of janitors as may be necessary and reserves the right to increase, reduce, or limit the scope of services of the SERVICE AGENCY. In such event, any corresponding adjustment in the cost shall not exceed the contract price.
- 1.4 The SERVICE AGENCY shall provide relievers and/or replacements at all times in case of absence of its personnel. Overtime work rendered by the janitor/janitress during special occasions and/or special events shall be subject to prior authorization by the Head of Office and to the availability of funds.

The performance of the Contractor shall be rated based on a prescribed set of performance criteria on a monthly basis. The CLIENT may also conduct an overall annual assessment or evaluation of the performance of the SERVICE AGENCY. Based on the assessment, the CLIENT reserves its right to pre-terminate the contract for failure of the SERVICE AGENCY to perform its obligations and to conform with the standards expected by the CLIENT.

The SERVICE AGENCY’s personnel shall personally punch-in and out his/her daily time card and enter his/her true and correct time entries on a logbook of the daily attendance, which shall be kept and maintained by the security officer assigned to the CLIENT. The absences and undertimes to be incurred by the janitor/janitress shall be deducted from the payment of services rendered pursuant to the provisions of this Contract directly in proportion to the agreed contract rate.

The SERVICE AGENCY shall be liable for all losses and/or damages to CLIENT’s properties caused by or arising out of the performance of janitorial services through negligence, dishonesty, inefficiency and/or such other faults of the latter’s personnel. It is expressly understood, however, that the SERVICE AGENCY shall not be liable for losses and/or damages incurred by the CLIENT due to fortuitous events except when the SERVICE AGENCY’s personnel commit acts inimical to the CLIENT during such fortuitous events. Further, neither the CLIENT nor the SERVICE AGENCY be held liable for injuries/deaths directly or indirectly caused

by acts or omissions of its janitor/janitress who exceeded the scope of his/her assigned tasks and not covered by this Contract. It must be stressed however, that it is the responsibility of the SERVICE AGENCY to closely supervise, coordinate, control and monitor the discharge of the duties of the janitor/janitress in accordance with the terms of this Contract.

- 1.5 The SERVICE AGENCY shall comply with all existing labor laws, including minimum wage, 13<sup>th</sup> month pay, service incentive leave with pay, SSS/PhilHealth/EC/Pag-IBIG premium contributions and other mandatory and statutory benefits for its employees assigned to the CLIENT. For this purpose, the SERVICE AGENCY shall submit, along with the monthly billing statement, a sworn certification that it has paid the wages, allowances and bonuses of its employees, together with the receipts and prescribed reports stamped received by SSS, PhilHealth or Pag-IBIG, as proof of remittances for SSS, PhilHealth and Pag-IBIG premiums of the Janitorial personnel assigned in the Commission on Audit Regional Office No. XII and the Provincial Satellite Auditing Office in the Provinces of Sultan Kudarat, Sarangani, and Cotabato.

The SERVICE AGENCY shall not collect any placement or other fees from its employees which do not have any basis in law. Any fee collected which was not explicitly included in the original contract shall be reported to and shall have prior approval by the DOLE.

In addition to the aforementioned sworn certification, the SERVICE AGENCY shall submit a monthly payroll as proof of compliance that the employees assigned to the CLIENT have received or have been receiving their wages and other emoluments as mandated by existing labor standards and other social legislations. Failure on the part of the SERVICE AGENCY to submit the required sworn certification and monthly payroll shall authorize the CLIENT to make direct payment and other emoluments to the concerned janitorial personnel for services actually rendered.

It is understood that a portion of the above consideration equivalent to that amount to which the janitor/janitress is entitled by way of wages or compensation shall be earmarked and set aside for such remuneration and shall be received by the SERVICE AGENCY from the CLIENT only in trust for its janitor/janitress.

It is explicitly understood and agreed upon that the payment of the wages by the SERVICE AGENCY to its personnel shall not be dependent on the payment of the CLIENT's bill. The SERVICE AGENCY should be financially capable such that it has sufficient current assets to shoulder its current liabilities, including the operating cash flow requirements for this engagement. As such, the SERVICE AGENCY can provide the salaries and benefits of its employees when these are due.

- 1.6 It is understood that the initial payment as well as subsequent payments to be made for the services of the SERVICE AGENCY under this Contract shall be contained in a Bill of Collection accompanied by the following documents:

- 1.6.1 Original and four (4) copies of the Monthly Deployment Report (MDR) duly accomplished by the Manpower Agency at the end of each month

stating the names of the janitors and supervisors, salary rates and actual attendance

- 1.6.2 Evidence of actual rendition of services attaching thereto the daily time cards of its Personnel acknowledged and countersigned by the Head of Station where the janitors are assigned;
- 1.6.3 Sworn Certification that it has no unpaid salaries or wages for services rendered by its personnel and that it has complied with existing labor standards, wage orders, Executive Orders, other Executive Issuances and the regulations promulgated thereunder, and other relevant City Ordinances, as may be appropriate.
- 1.6.4 Copy of the latest payroll signed by the janitors, and in case of payroll of the last payday under this Contract, shall include proof of payment of 13<sup>th</sup> month pay.

1.7 There shall be no employee-employer relationship between the CLIENT on one hand, and the SERVICE AGENCY and the persons whom the latter may assign to perform the services subject to the Contract, on the other. The SERVICE AGENCY hereby acknowledges that no authority has been conferred upon it by the CLIENT to hire any person on behalf of the CLIENT and that the persons assigned by the SERVICE AGENCY to perform the services called for in this Contract are not employees of the CLIENT and are not in any way or manner connected with or related to the CLIENT. It is expressly understood and agreed that the persons to be assigned by the SERVICE AGENCY to perform the services called for under this Contract shall remain the employees of the SERVICE AGENCY.

Anent the aforementioned, the SERVICE AGENCY warrants that it shall fully and faithfully comply with all laws, rules and regulations relevant to the employment of labor existing or which may hereinafter be enacted, including but not limited to the requirement of the Labor Code, as amended, and the Social Security Act. The SERVICE AGENCY hereby warrants to hold the CLIENT free from any liability arising out of any accident that may befall the SERVICE AGENCY's employees while in the performance of his/her duties within the CLIENT's premises.

1.8 The SERVICE AGENCY has no pending case with all DOLE agencies or judicial bodies, viz: (1) DOLE, (2) DOLE-Legal Services, (3) NLRC Commission Proper, and (4) NLRC Regional Arbitration Branch.

1.9 The SERVICE AGENCY in the performance of its services shall secure, maintain at its own expense all registration, licenses or permits required by law, and shall comply with all pertinent rules and regulations. The SERVICE AGENCY's personnel shall take all necessary precautions for the safety of all persons and properties at or near their area of work and shall comply with all the standards and established safety regulations, rules and practices.

1.10 The SERVICE AGENCY shall provide the personnel with appropriate uniforms, protective gear, if necessary, and ensure that they shall observe proper personal hygiene and appear neat and clean at all times.

1.11 The SERVICE AGENCY shall ensure that safety shall be the first priority in the performance of its functions, and avoid the creation of safety hazards both in the condition of the work performed and while doing the work.

1.12 Violation/s of the terms and conditions stated herein shall be a ground for the pre-termination of the Contract. The SERVICE AGENCY may pre-terminate the Contract by giving the CLIENT thirty (3) days' notice in writing prior to such termination. The CLIENT, in terminating the Contract shall follow the procedure prescribed under the Guidelines on Termination of Contracts issued by the Government Procurement Policy Board under Resolution No. 018-2004 dated 22 December 2004.

## 2.0 Specific Conditions:

Each area shall be cleaned to a minimum service specification as detailed in the table below:

COVERAGE	DESCRIPTION OF TASK	FREQUENCY[1]
COA Regional Office Buildings at Purok Mesias, Barangay Paraiso, Koronadal City	Empty waste bins and wash out, if required	Daily
	Water indoor/outdoor plants	As necessary*
	Bring out indoor plants	Once a week
	Clean, disinfect, mop, and dry floors	Daily
	Wipe/clean window shades; clean inside windows clean door jams/balusters/handrails; clean glass walls/partitions	Twice a month
	Remove cobwebs (ceiling, lighting fixtures, etc.)	Twice a month
	Wash walls with dirt and stain mark	Once a month
	Wet cleaning/dusting/vacuuming and disinfect upholstered furniture/office chairs	Once a week
	Damp wipe office tables and chairs	Daily
	Wash, clean and disinfect urinals and toilet bowls	Daily
Provincial Satellite Auditing Office (PSAO) – Sultan Kudarat, Tacurong City	Empty waste bins and wash out, if required	Daily
	Water indoor/outdoor plants	As necessary*
	Bring out indoor plants	Once a week
	Clean, disinfect, mop, and dry floors	Daily
	Wipe/clean window shades; clean inside windows clean door jams/balusters/handrails; clean glass walls/partitions	Twice a month
	Remove cobwebs (ceiling, lighting fixtures, etc.)	Twice a month
	Wash walls with dirt and stain mark	Once a month
	Wet cleaning/dusting/vacuuming and disinfect upholstered furniture/office chairs	Once a week
	Damp wipe office tables and chairs	Daily

	Wash, clean and disinfect urinals and toilet bowls	Daily
Provincial Satellite Auditing Office (PSAO) – Sarangani, Alabel, Sarangani Province	Empty waste bins and wash out, if required	Daily
	Water indoor/outdoor plants	As necessary*
	Bring out indoor plants	Once a week
	Clean, disinfect, mop, and dry floors	Daily
	Wipe/clean window shades; clean inside windows clean door jams/balusters/handrails; clean glass walls/partitions	Twice a month
	Remove cobwebs (ceiling, lighting fixtures, etc.)	Twice a month
	Wash walls with dirt and stain mark	Once a month
	Wet cleaning/dusting/vacuuming and disinfect upholstered furniture/office chairs	Once a week
	Damp wipe office tables and chairs	Daily
	Wash, clean and disinfect urinals and toilet bowls	Daily
Provincial Satellite Auditing Office (PSAO) – Cotabato Province, Amas, Kidapawan City	Empty waste bins and wash out, if required	Daily
	Water indoor/outdoor plants	As necessary*
	Bring out indoor plants	Once a week
	Clean, disinfect, mop, and dry floors	Daily
	Wipe/clean window shades; clean inside windows clean door jams/balusters/handrails; clean glass walls/partitions	Twice a month
	Remove cobwebs (ceiling, lighting fixtures, etc.)	Twice a month
	Wash walls with dirt and stain mark	Once a month
	Wet cleaning/dusting/vacuuming and disinfect upholstered furniture/office chairs	Once a week
	Damp wipe office tables and chairs	Daily
	Wash, clean and disinfect urinals and toilet bowls	Daily

Note:

*\*"As necessary" means to be checked once a day and cleaned if necessary.*

*[1] Frequency may be changed during the contract implementation, upon the instruction of the Regional Director*

## 2.1 Service Standard

Deployed utility workers shall be professional and courteous in their dealings with and sensitive to the client's needs at all times.

The expected standard after cleaning and waste collection is as follows:

### **Office Areas**

- All surfaces, fixtures and fittings, up to normal cleaning height, should be free from dust, stains and debris.
- All waste receptacles empty.

NOTE: Papers, files and electronic equipment will not be removed or adjusted while cleaning (where applicable), unless prior permission has been obtained from the employee concerned.

### **Washrooms and Toilets**

- All surfaces, fixtures and fittings, up to normal cleaning height, should be free from dust, stains and debris.
- All sanitary fittings should be free from grime, dirt and smear.

## ***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; **and**
- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

#### Financial Documents

- (g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) **or** A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

### *Class "B" Documents*

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

## II. FINANCIAL COMPONENT ENVELOPE

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

#### 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.
- (1) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

# ***APPENDICES***

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## Bid Form for the Procurement of Goods

*[shall be submitted with the Bid]*

### BID FORM

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

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

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

If our Bid is accepted, we undertake:

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

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

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

Name and address of agent	Amount	Purpose of Commission or gratuity
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(if none, state "None") ]

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

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

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

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

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

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

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

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

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

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

# *Price Schedule for Goods Offered from Abroad*

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

## *For Goods Offered from Abroad*

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

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

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

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

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

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

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

**For Goods Offered from Within the Philippines**

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

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

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

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

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

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

## Contract Agreement Form for the Procurement of Goods (Revised)

*[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]*

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### CONTRACT AGREEMENT

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [*contract price in words and figures in specified currency*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
  - iii. Performance Security;
  - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
  - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB**

**that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

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

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

*[Insert Name and Signature]*

*[Insert Name and Signature]*

*[Insert Signatory's Legal Capacity]*

*[Insert Signatory's Legal Capacity]*

*for:*

*for:*

*[Insert Procuring Entity]*

*[Insert Name of Supplier]*

**Acknowledgment**

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



**Omnibus Sworn Statement (Revised)**  
*[shall be submitted with the Bid]*

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

**AFFIDAVIT**

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

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

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

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

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

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

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

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

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

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

6. [Select one, delete the rest:]

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

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

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

7. [Name of Bidder] complies with existing labor laws and standards; and

8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].

9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

**10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED  
REPRESENTATIVE]  
[Insert signatory's legal capacity]  
Affiant*

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

**Bid Securing Declaration Form**

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

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

**BID SECURING DECLARATION**  
**Project Identification No.: *[Insert number]***

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
  - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*  
*[Insert signatory's legal capacity]*  
Affiant

**[Jurat]**

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

