

# **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

## **Procurement of GOODS**

Government of the Republic of the Philippines

**Supply of Janitorial Services for 2024 (PBM 2024-12)**

Date Issued: October 9, 2024

**Sixth Edition**

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## **Table of Contents**

<b>Glossary of Acronyms, Terms, and Abbreviations .....</b>	<b>3</b>
<b>Section I. Invitation to Bid.....</b>	<b>6</b>
<b>Section II. Instructions to Bidders.....</b>	<b>9</b>
1.    Scope of Bid .....	10
2.    Funding Information.....	10
3.    Bidding Requirements .....	10
4.    Corrupt, Fraudulent, Collusive, and Coercive Practices .....	10
5.    Eligible Bidders.....	10
6.    Origin of Goods .....	12
7.    Subcontracts .....	12
8.    Pre-Bid Conference .....	12
9.    Clarification and Amendment of Bidding Documents .....	12
10.   Documents comprising the Bid: Eligibility and Technical Components .....	12
11.   Documents comprising the Bid: Financial Component .....	12
12.   Bid Prices .....	13
13.   Bid and Payment Currencies .....	13
14.   Bid Security .....	14
15.   Sealing and Marking of Bids .....	14
16.   Deadline for Submission of Bids .....	14
17.   Opening and Preliminary Examination of Bids .....	14
18.   Domestic Preference .....	15
19.   Detailed Evaluation and Comparison of Bids .....	15
20.   Post-Qualification .....	15
21.   Signing of the Contract .....	15
<b>Section III. Bid Data Sheet .....</b>	<b>16</b>
<b>Section IV. General Conditions of Contract .....</b>	<b>18</b>
1.    Scope of Contract .....	19
2.    Advance Payment and Terms of Payment .....	19
3.    Performance Security .....	19
4.    Inspection and Tests .....	19
5.    Warranty .....	20
6.    Liability of the Supplier .....	20
<b>Section V. Special Conditions of Contract .....</b>	<b>21</b>
<b>Section VI. Schedule of Requirements .....</b>	<b>26</b>
<b>Section VII. Technical Specifications .....</b>	<b>26</b>
<b>Section VIII. Checklist of Technical and Financial Documents .....</b>	<b>28</b>

# *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***



# UNIVERSITY OF THE PHILIPPINES MINDANAO

Administration Building, Mintal, Davao City 8022, Philippines  
T:293-0863 + 63 82 293 0863 E: bacsecretariat.upmindanao@up.edu.ph

## INVITATION TO BID FOR THE SUPPLY OF JANITORIAL SERVICES FOR 2024 (PBM 2024-12)

1. The *University of the Philippines Mindanao (UP Mindanao)*, through the GAA, General Fund 101 and Free Higher Education Subsidy intends to apply the sum of *Five Million Seven Hundred Seventy-Six Thousand Three Hundred Eighty-Seven Pesos and Sixty Centavos only [Php 5,776,387.60]* for the **Supply of Janitorial Services for 2024** (with project identification number PBM 2024-12) being the ABC to payments under the contract consisting of one (1) lot.

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

2. The *UP Mindanao* now invites bids for the above Procurement Project. Delivery of the Goods is required upon receipt of Notice to Proceed (NTP). Bidders should have completed, within *five (5) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from the *University of the Philippines Mindanao (UP Mindanao)* and inspect the Bidding Documents at the address given below during *office hours Monday-Friday 8:00AM-5:00PM*.
5. A complete set of Bidding Documents may be acquired by interested Bidders starting October 9, 2024 from the given address and website(s) below *during office hours and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest*

*Guidelines issued by the GPPB, in the amount listed below:*

<i>Approved Budget for the Contract</i>	<i>Maximum Cost of Bidding Documents (in Philippine Peso)</i>
<i>More than 5 Million up to 10 Million</i>	<i>10,000.00</i>

The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in any of the following: presented in person, by facsimile, or through electronic means.*

6. The *UP Mindanao* will hold a Pre-Bid Conference on **October 17, 2024 at 9:00 A.M.** through video conferencing or webcasting *via Zoom* which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat on or before **October 30, 2024 at 9:00 A.M.** either manually or electronically.

**Manual submission** should be to the office address indicated below:

*The BAC Secretariat G/F Administration Building,  
UP Mindanao Mintal, Davao City 8022*

**Electronic or online submission of bids** should be submitted to the official email below:

*bacgoods.upmin@up.edu.ph*

It should follow the attached Supplemental Guidelines. The printed copies shall be submitted during the post- qualification.

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 **October 30, 2024 at 9:00 A.M.** *at the Conference Room, 2F Administration Building, UP Mindanao, Mintal, Davao City and/or via Zoom.* Bids will be opened in the presence of the bidders' representatives who choose to attend the activity in person or through video conferencing/webcasting.
10. *Bidders are requested to submit two (2) copies of their bids in addition to the original set of bidding documents.*
11. The *UP Mindanao* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please contact:  
  
*The BAC Secretariat  
bacsecretariat.upmindanao@up.edu.ph*
13. You may visit the following websites for downloading of Bidding Documents:  
*www2.upmin.edu.ph* and *www.philgeps.gov.ph*.

**October 9, 2024**

**(SGD)Prof. CLETO L. NAÑOLA JR., Ph.D.**  
*Chair, BAC for Goods*



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

## 1. Scope of Bid

The Procuring Entity, UP Mindanao wishes to receive Bids for the **Supply of Janitorial Services for 2024** with project identification number PBM 2024-12.

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:

General Fund 101 and Free Higher Education Subsidy in the amount of *Php 5,776,387.60*.

2.2. The source of funding is:

NGA, the General Appropriations Act or Special Appropriations.

## 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:
- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
  - b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
  - c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: [*Select either failure or monopoly of bidding based on market research conducted*]
    - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies*] of the ABC for this Project; and
    - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 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 as indicated in paragraph 6 of the **IB**.

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

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

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

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *five (5) years* prior to the deadline for the submission and receipt of bids.

10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

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

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

## **12. Bid Prices**

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

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

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to

Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

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

#### **14. Bid Security**

14.1. The Bidder shall submit a Bid Securing Declaration 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 *120 calendar days from the bid opening*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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

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

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

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

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

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

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

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

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

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

## **18. Domestic Preference**

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

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

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case may be. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

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

## **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	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> <li>a. Supply of Janitorial Services.</li> <li>b. Completed within five (5) years prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	Not applicable
12	The price of the Goods shall be quoted DDP [ <i>Place of destination: UP Mindanao, Mintal, Davao City</i> ] or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> <li>a. The amount of not less than <i>two percent (2%) of ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <i>five percent (5%) of ABC</i> if bid security is in Surety Bond.</li> </ul>
19.3	One (1) lot with an approved budget for the contract (ABC) amounting to <b><i>Php 5,776,387.60.</i></b>
20.2	<i>[List here any licenses and permits relevant to the Project and the corresponding law requiring it.]</i>
21.2	<i>[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]</i>

## ***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><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>For Goods supplied from abroad:</i> “The delivery terms applicable to the Contract are DDP delivered to the <i>UP Mindanao, Mintal, Davao City</i>. In accordance with INCOTERMS.”</p> <p><i>For Goods supplied from within the Philippines:</i> “The delivery terms applicable to this Contract are delivered to the <i>Administration Building, UP Mindanao, Mintal, Davao City</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Ms. Julie Ann Escobillo – PPO Staff.</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: <i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> </ol>

- e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- f. *[Specify additional incidental service requirements, as needed.]*

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**Spare Parts –**

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

*Select appropriate requirements and delete the rest.*

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
  - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
  - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of six (6) years *[three times the warranty period]*.

Spare parts or components shall be supplied as promptly as possible, but in any case, within *[insert appropriate time period]* months of placing the order.

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



	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	The terms of payment shall be as follows: delivery of the Goods/Services and accepted in accordance with prevailing accounting and auditing rules and regulations
4	The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i>

## *Section VI. Schedule of Requirements*

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

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Approved Budget</b>	<b>Delivered, Weeks/Months</b>
1	<p style="text-align: center;"><b>Supply of Janitorial Services for 2024 (PBM 2024-12)</b></p> <p>Consisting of the following:</p> <ul style="list-style-type: none"> <li>- 23 Janitors</li> <li>- Cleaning supplies and Equipment</li> </ul>	1 Lot	<i>Php 5,776,387.60</i>	12 months/ 1 year

## *Section VII. 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>

## TECHNICAL SPECIFICATIONS

Bidders must state here either “Comply” or any equivalent term in the column “Bidder’s Statement of Compliance” against each of the individual parameters of each “Specification.”

Item No.	DESCRIPTION	Statement of Compliance
<b>1</b>	<b>Stability of the Company</b>	
	<p><b>a) Years of Experience</b></p> <ul style="list-style-type: none"> <li>- Has been in the business for three (3) years</li> <li>- Has provided janitorial services to government and private institution</li> <li>- Bidder shall submit certification under oath of list of contracts completed for the past three (3) years</li> </ul>	
	<p><b>b) Liquidity of the Contractor</b></p> <ul style="list-style-type: none"> <li>- Submit Audited Financial Statement for CY 2022 &amp; 2023 duly stamped received by BIR or its duly accredited and authorized institutions)</li> <li>- Computation: Current Assets Over Current Liabilities The ratio should be at least 3:1 based on 2022 &amp; 2023 Audited Financial Statement</li> </ul>	
	<p><b>c) Organizational Set-up</b></p> <ul style="list-style-type: none"> <li>- Submit a certification under oath of an updated copy of Company profile, list of key officials, incorporators or stockholders</li> </ul>	
<b>2</b>	<b>Resources</b>	
	<p><b>a) Number and Kind of Cleaning Equipment</b></p> <ul style="list-style-type: none"> <li>- Submit an undertaking on the ownership of the equipment</li> <li>- Submit an undertaking on the adequacy of supply for one (1) month</li> </ul> <p><b>b) Number of Janitors</b></p> <ul style="list-style-type: none"> <li>- Submit certification under oath of its janitorial service complement of at least 100 personnel deployed to clients for CY 2022 &amp; 2023</li> </ul>	

<b>Item</b>	<b>Specifications</b>	<b>Bidder's Proposed Specifications</b>	<b>Statement of Compliance</b>
<b>3</b>	<b>Housekeeping Plan</b>		
	<p><b>a) Scope of work (Pls see attached Area of Assignment &amp; Schedule)-</b></p> <p>- Submit proposed housekeeping plan for UP Mindanao</p>		
<b>4</b>	<b>Other factors</b>		
	<p><b>a) Recruitment and Selection Criteria</b></p> <p>- Submit company policy on recruitment/ selection criteria of janitors</p> <p><b>b) Accessibility</b></p> <p>- Submit sketch/map of office going to UP Mindanao</p> <p><b>c) Benefits entitled to Janitors</b></p> <p>- Submit certification under oath of the additional benefits entitled for Janitors to be deployed in UP Mindanao</p>		

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

To hire service provider for the supply of labor, tools, equipment, materials and supplies including janitorial, sanitation and other related services which includes general cleaning and janitorial maintenance works for CY 2024 for the Procuring Agency in accordance with its prescribed standards, methodologies and approved janitorial plans and manpower deployment schedule through public bidding.

### **WORKMANSHIP**

Only qualified and skilled personnel of the Contractor/Supplier with sufficient experience in similar operations shall be allowed to undertake the required work as provided for in any and all parts of the scope of works and technical specifications of the project.

### **INSPECTION OF SITE**

The Contractor acknowledges, warrants that it has fully inspected and examined the site and their surroundings, satisfied itself by submitting its Bid, which is based on current data, including physical conditions at the site. That its Bid conforms with the requirements of the work and materials necessary for the completion of the works, the means of access to the site, the accommodation it may require and that it has obtained for itself all necessary information as to risks, contingencies and other circumstances which may have influenced or affected its Bid. No increase in cost or extension of time will be considered for failure to familiarize, inspect and examine the site condition.

## **REJECTIONS**

Materials, tools and equipment not in conformance with the provisions of the technical specifications and scope of work of this project shall be rejected anytime during the contract period. The Contractor shall see to it that all of the tools and equipment as required in this contract be available for use at all times and that there will be no delays in the provision of janitorial, hauling and other related services to be rendered due to lack of supplies or defective tools and equipment.

## **PRE-TERMINATION CLAUSE**

The Procuring Agency reserves the right to pre-terminate this janitorial contract after thirty (30) calendar days written notice to the CONTRACTOR if in its opinion after due verification of facts that the CONTRACTOR is not providing satisfactory services or not complying with the Terms and Conditions of the contract.

The grounds for the termination of the CONTRACT by the Procuring Agency include but not limited to the following:

1. The CONTRACTOR violated any of the Terms and Conditions of the Contract;
2. Non-compliance to the Minimum Wage Law;
3. Non-remittance/Delayed/Under-remittance of SSS contributions and loan amortization of its employees and other mandatory contributions due to government agencies by the CONTRACTOR;
4. Failure to maintain a satisfactory level of performance and should there be a considerable delay in the payment of salaries and wages of its janitors, as above mentioned, the Procuring Agency, after informing the Contractor, may opt to pay the janitors of their salaries and wages, to be drawn from the account of the End-user, subject to applicable accounting and auditing regulations. Said amount shall be deducted from the Contractor's receivables from the Procuring Agency.
5. Any other act or omission committed by the CONTRACTOR or its supervisor/service personnel which is detrimental or prejudicial to the interest of the Procuring Agency, its employee(s), member(s) or public.

## **CONTRACTOR'S RESPONSIBILITIES**

1. The cost of replacement, repair and maintenance of all tools, devices and equipment required shall be for the account of the CONTRACTOR.
2. The CONTRACTOR and its service personnel deployed at the Procuring Agency shall agree to abide with its performance and security requirements in general and in the department/office where they are assigned at all times; and comply promptly with the directives, instructions and existing rules and regulations of the Procuring Agency. For this purpose, all service personnel shall attend an orientation seminar or briefing to be conducted by the End-user before they are allowed to work at the Procuring Agency.
3. The CONTRACTOR shall provide the required uniforms to all janitorial service personnel appropriate to their positions.
4. The CONTRACTOR's Performance Bond shall be liable for any damages or losses that may arise directly or indirectly, attributable to the negligence or misbehavior or direct participation of the janitor assigned by the CONTRACTOR. In case the bond is not sufficient to cover such losses or damages, the CONTRACTOR shall have to pay the balance directly to the Procuring Agency.
5. The CONTRACTOR shall provide their own office equipment and office supplies such as biometrics station, computer, printer, fax machine, DTR holder, etc. as part of their administrative cost and at no extra cost to the Procuring Agency.

6. The CONTRACTOR shall agree and confirm the scope of services/work, specifications, standards and methodologies, benchmark, guidelines, procedures and manpower deployment set by the Procuring Agency. He may complement it with his own plan and schedule of distribution of supplies and materials as well as the tools and equipment to be used and training(s) of employees to attain janitorial service objectives.
7. The CONTRACTOR shall see to it that their personnel use appropriate Personal Protective Equipment when performing activities/tasks that would require its use.
8. The CONTRACTOR may ventilate their problems or difficulties encountered during the period of the contract as well as give suggestions or recommendations to improve relationship with the Procuring Agency and services rendered, during weekly coordination meetings or in WRITING, for proper action.

## **PERSONNEL**

1. The CONTRACTOR shall provide 23 janitorial personnel and a supervisor who will visit the Campus at least once a week.
2. All service personnel are subject to background investigation by the Procuring Agency. In case there are incoming relievers who will report to the Procuring Agency, to replace current relievers during the implementation of the contract, the above-mentioned documents will also be submitted to the End-user.
3. The service personnel assigned at the Procuring Agency must have been well-screened, trained and found to be courteous, efficient, honest, reliable, trustworthy, cooperative, well-groomed, physically and mentally fit.
4. The CONTRACTOR may be required to have its service personnel retrained at its own expense by an accredited Training Institute.
5. The CONTRACTOR shall have ten (10) relievers for the Procuring Agency available at any time to take over in case some regular service personnel are absent at no extra cost to the Procuring Agency. Forced day-offs of regular service personnel will not be allowed. In no case shall the service be subcontracted. No trainees shall be allowed as a reliever even if they are allowed and identified as such.
6. The CONTRACTOR shall absorb at least fifty percent (50%) of the qualified personnel of the Procuring Agencies present CONTRACTOR. The service personnel assigned shall only be allowed to work after they have been further screened and accepted by the End-user. The Procuring Agency, however, reserves the right to demand the immediate replacement of any service personnel assigned by the CONTRACTOR to the job who, in opinion of the former, is wanting in competency, with questionable honesty and integrity or whose services will be prejudicial to the interests of the Procuring Agency. The CONTRACTOR shall give written notice to the End-user whenever any of these service personnel are to be replaced or removed. The number of janitors/janitresses required in the Contract may be revised in accordance with the needs of the Procuring Agency.
7. The employees of the Contractor are not employees of the Procuring Agency neither is there an employer-employee relationship between the Procuring Agency and the CONTRACTOR.
8. The CONTRACTOR shall immediately upon receipt of request and verification replace any service personnel who may be found and considered undesirable and incompetent by the End-user. The CONTRACTOR, however, shall abide by the procedural and substantive requirements of the Labor Code of the Philippines.

## **TIME SCHEDULE AND PROGRAM OF SERVICES**

1. The CONTRACTOR shall provide the required janitorial services in accordance with the scope of service/work, standards, methodology, approved janitorial plan and manpower complement and deployment.
2. Each service personnel shall be required to render a minimum of eight (8) hours service daily or (40) hours per week. Only when required by the Procuring Agency shall a janitor be allowed to work beyond the specified 8-hour limit and during legal and special holidays.
3. The CONTRACTOR may ventilate their problems or difficulties encountered during the period of the contract as well as give suggestions or recommendations to improve relationships with the Procuring Agency.
4. The CONTRACTOR could provide additional manpower (at least 2 personnel) in case the Procuring Agency will request during special occasions, at no cost to the University.

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

1. The daily time records and attendance log sheets, prepared by the CONTRACTOR's authorized Point person and checked by the End-user's authorized representative shall be the basis in the preparation of payroll and payment by the Procuring Agency.

### **PAYMENTS**

1. The labor cost must be based on the Minimum Wage Law.
2. The Procuring Agency shall pay the CONTRACTOR based on the man-days/hours rendered by the service personnel (regular & relievers) in accordance with the prevailing minimum wage rate. Payments for the services rendered by the janitors assigned at the Procuring Agency shall be processed by the End-user upon submission of the CONTRACTOR's Statement of Account.
3. The amount of employer's share for contributions due to SSS, ECC, Philhealth and Pag-ibig, should be in accordance with its respective schedule of contributions based on the monthly salary bracket.
4. The billing together with the supporting documents shall be reviewed, and validated by the End-user against the summary of attendance. Any discrepancy shall be promptly notified to the CONTRACTOR to effect corrections in the billing.
5. All applicable taxes due to the Bureau of Internal Revenue (BIR) shall be deducted from the collectible amount of the CONTRACTOR from the Procuring Agency.
6. The End-user shall prepare the Disbursement Voucher duly signed by the authorized signatories together with the summary of attendance, billing and supporting documents for processing of payment to the Procuring Agencies Accounting Department.
7. It is understood that all payments shall be subject to the government accounting and auditing rules and regulations.
8. The Contractor shall ensure that their performance bond is valid until the end of the contract. The Contractor shall also submit the endorsement/amendments to the End-user on extension or revisions to its validity, as may be necessary, not later than seven (7) days before the expiration of the originally submitted Performance Bond. No payment shall be made unless the Performance Bond is updated.

### **COMPLIANCE WITH LABOR LAWS AND OTHER RELATED LAWS**

1. The CONTRACTOR shall faithfully comply with all laws, rules and regulations pertaining to the employment of labor, existing or which hereafter may be enacted including but not limited to the Minimum Wage Law, Labor Code of the Philippines, Social Security Law, Employees Compensation and State Insurance Fund, Philippine Health Insurance Fund, and Home Development Mutual Fund.



2. All obligations under the provisions of the SSS Law, Employees Compensation and other related pertinent statutes presently in force and effect shall be paid and updated.
3. Should the CONTRACTOR fail to comply with its obligations under the provisions of the SSS Law, Employees Compensation and other related pertinent statutes presently in force and effect, the Procuring Agency shall have the option to either rescind the CONTRACT or deduct from the service fee any amount due and demandable from the CONTRACTOR for its obligations, including interest and penalties, if any. This option is without prejudice on the right of the Procuring Agency to confiscate the bond filed by the CONTRACTOR, as well as to avail of other remedies provided for by law.
4. The CONTRACTOR shall have no previous record to delinquency on payment of premiums and shall secure and submit clearance certificates from the implementing government agencies.
5. The CONTRACTOR shall assume full responsibility on any claim for any compensation on injuries from accidents of the service personnel it assigned to the Procuring Agency in connection with the performance of their duties and shall free the Procuring Agency for any legal suit or liabilities in connection therewith.

### **PRICE ADJUSTMENT**

The bid price shall be fixed and not subject to any escalation during the contract implementation regardless of an increase in the price of fuel, peso devaluation and other causes, except as specifically mandated by law (e.g. increase in minimum daily wage pursuant to law or new wage order issued after date of bidding, increase in taxes, etc.)

### **CERTIFICATE OF SATISFACTORY PERFORMANCE**

The Prospective Bidder should have at least three (3) years of experience in providing janitorial services with exposure preferably in government institutions and other government offices. The Certificate/s of Satisfactory Performance issued by the Procuring Agency for the said project shall be submitted.

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

- Cleaning of all horizontal and vertical surfaces such as floors, ramp walls, windows, window ledges, window panels, vertical blinds, railing doors, ceiling, etc.;
- Sweeping and mopping (dry and wet) of horizontal surfaces;
- Sweeping and mopping (dry and wet) of stairways, hallways lobbies and corridors;
- Cleaning, wiping, disinfecting, dusting-off and/or polishing of furniture, office tables, glass tops, fixture, equipment, appliances, diffusers, window ledges, counters, glass partitions and doors/door knobs;
- Cleaning, sanitizing and disinfecting of all comfort rooms, toilet bowls, urinals, commodes, kitchens, wash rooms and wash basins with detergents/cleanser and removal of spots or stains from floors and other surfaces;
- Emptying, collecting and cleaning of trash receptacles and waste containers and disposal of trash to the trash storage areas;
- Keeping the stairway and entrances from obstructions;
- Watering of indoor plants and stems of fresh flowers, damp-wiping of artificial plants and flowers, ridding its pots and planters boxes; -  
Wiping of window sills, window panes, glass mirrors, aluminum/stainless and steel frames and doors;
- Wiping of tables, chairs, steels and wooden cabinets, electric fans, telephone instruments and other equipment;

- Thorough cleaning of all glass panels, glass doors, glass window and glass walls by means of the approved glass cleaners; and
- Thorough cleaning of stairs and fire exits.

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

- Sweeping of driveways, rooftop, concrete pavements, premises of building and parking areas including Oblation Park;
- Cutting & mowing of grasses;
- Trimming of plants & trees;
- Sweeping and cleaning rubbish and leaves in the surroundings;
- Emptying and cleaning waste/trash cans in the premises;
- Pulling of weeds;
- Watering of plants; and
- Hose washing and sweeping with hard brooms on all cement grounds.

### **DAILY SERVICES (OFFICES)**

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

**OTHER JANITORIAL ACTIVITIES** and related services that may be assigned from time to time by the UP Mindanao officials and employees.

### **SUPPLIES, MATERIALS, TOOLS AND EQUIPMENT**

1. The CONTRACTOR shall provide and deliver, at its own expense, all the required tools, devices and equipment to the Procuring Agency through the authorized Enduser's personnel at the start of operations. These shall be stored at the designated place and should be made available for use and 100% operational at all times.

1.a. In case/s of breakdown/malfunction of any of the delivered tools and equipment, the CONTRACTOR shall effect the immediate replacement of the same. CONTRACTOR shall maintain an appropriate quantity of standby service units (for the entire duration of the contract) readily available for dispatch to the Procuring Agency anytime. Penalty Clause in paragraph I shall be applied for every day of delay in the delivery of the replacement unit to be reckoned from the date of discovery of the equipment breakdown/malfunction.

2. The CONTRACTOR shall provide all cleaning supplies and materials and utilize the tools and equipment as prescribed, appropriate, necessary and incidental to the performance of the job in accordance with the benchmark, standards, methodologies and approved janitorial plan. All cleaning supplies and materials shall be environmentally-friendly. Use of Green Seal certified cleaning products with proper environmental certificates and with universally accepted fragrance is required for comfort rooms. CONTRACTOR shall submit specifications and samples together with appropriate Material Safety Data Sheet/s (MSDS) of its proposed products and materials for evaluation and approval of the End-user.
3. The required two-week supplies and materials shall be delivered at a designated area every Monday within the two-week period. A suitable space for storage of the tools, equipment, supplies and materials to be used by the CONTRACTOR for the Procuring Agency will be provided by the End-user.
4. All deliveries and issuance of supplies and materials should be properly accounted for in a control book to be kept and maintained by the authorized personnel of the CONTRACTOR and noted by the End-user. There shall be a joint inspection by the End-user and the CONTRACTOR to check if there are discrepancies in the quantity of items delivered.
5. Mops shall be color-coded according to the purpose intended. Mops for comfort rooms shall not be used for general floor cleaning. All tools and equipment shall be stored out of sight after each use.
6. The CONTRACTORs janitorial plan shall have provisions for such other activities, supplies, material, tools and equipment that are not found in the annexes herein, but are necessary and vital to achieve the desired results at no extra cost to the Procuring Agency.

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

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<b>Name of Company/Bidder</b>	<b>Signature Over Printed Name of Representative</b>	<b>Date</b>
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**AREA OF ASSIGNMENT OF JANITORS for 2024**

<b>NO.</b>	<b>NAME</b>	<b>AREA OF ASSIGNMENT</b>
1	Janitor 1	Kalimudan building & grounds, road
2	Janitor 2	CHSS Ground floor
3	Janitor 3	CHSS second floor
4	Janitor 4	Admin ground floor
5	Janitor 5	Admin second floor
6	Janitor 6	EBLH wing A/ Dorm Annex
7	Janitor 7	EBLH wing B/ Infirmary
8	Janitor 8	CSM ground & Dorm Annex Extension building
9	Janitor 9	CSM ground
10	Janitor 10	CSM ground floor
11	Janitor 11	CSM second floor
12	Janitor 12	SOM, HKC
13	Janitor 13	Library building & grounds
14	Janitor 14	Admin ground
15	Janitor 15	Admin Ground & composting area
16	Janitor 16	HKC ground, SOM ground, HKC-CHSS CC road
17	Janitor 17	Admin Ground, University Avenue & Oblation Plaza
18	Janitor 18	CARIM 1 building & grounds
19	Janitor 19	CHSS CULTURAL COMPLEX building & grounds
20	Janitor 20	CARIM 2 BUILDING
21	Janitor 21	Staff housing building
22	Janitor 22	New Dorm building
23	Janitor 23	New Dorm grounds

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

\_\_\_\_\_

\_\_\_\_\_

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

## LIST OF NEEDED CLEANING EQUIPMENT

Item	Description	CSM/ DORM ANNEX 1 & 2/ CARIM	CHSS/ ADMIN	HKC/ LIBRARY/SOM	KSC/ EBLH/ CHSS CULTURAL COMPLEX	ROADS	Staff housing	Quantity	Unit
No.									
1	Mechanical Grass cutter (Mower), in very good condition	1.00	1.00	1.00	1.00	2.00	1.00	7.00	units
2	Polisher w/ pad holder and stripping pad, Powerplus, 16", in very good condition	1.00	1.00					2.00	units
3	Vacuum cleaner, Powerplus, in very good condition	1.00	1.00					2.00	units

**Additional requirements:**

1. Janitors should wear a uniform printed with the Agency's name/logo, and the Janitor's number for 4 days per week.
2. The agency should provide its sanitation plan.
3. Preferably, the agency could provide additional manpower (at least 2 janitors) in case UP Min will request during special occasions, at no cost to the University.

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

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

***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, if applicable and/or after-sales/parts, housekeeping plan, sanitation plan, assignment of janitors, list of needed cleaning equipment, all certifications, and other requirements stated in the technical specifications; **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.

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

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

**II. FINANCIAL COMPONENT ENVELOPE**

- (a) Original of duly signed and accomplished Financial Bid Form; **and**
- (b) Original of duly signed and accomplished Price Schedule(s) which include: Labor Direct Cost Per Janitor Per Month, Summary and List of Cleaning Supplies.





# STANDARD FORMS

1. Bid Form
2. Price Schedule For Goods Offered from Abroad (Please see attached file)
3. Price Schedule For Goods Offered in the Philippines (Please see attached file with the Labor Direct Cost Per Janitor Per Month, Summary and List of Cleaning Supplies)
4. Bid Securing Declaration Form
5. Omnibus Sworn Statement (Revised)
6. Contract Agreement

*(Note: Please do not delete any of the mandatory provisions in the standard forms.)*

**Bid Form for the Procurement of Goods**  
*[shall be submitted with the Bid]*

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**BID FORM**

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

Project Identification No.: PBM 2024-12

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]* **Supply of Janitorial Services for 2024** 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.

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

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

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(if none, state "None") ]

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

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

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

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

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

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

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

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

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

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

# 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.: *[PBM 2024-12]*

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

I/We, the undersigned, declare that:

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

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

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

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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

# Omnibus Sworn Statement (Revised)

*[shall be submitted with the Bid]*

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

## AFFIDAVIT

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

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

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

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

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

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by**

relation, membership, association, affiliation, or



**controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. *[Select one, delete the rest:]*

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

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

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

7. [Name of Bidder] complies with existing labor laws and standards; and
8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or

any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

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

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

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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

# 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]*