

PHILIPPINE BIDDING DOCUMENTS

Provision of JANITORIAL SERVICES in the LRA Central Office and its Registries of Deeds Nationwide

(Project Identification Number - **LRA-BAC-PGSM-2021-03**)

Government of the Republic of the Philippines

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Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	2
Section I. Invitation to Bid	5
Section II. Instructions to Bidders	9
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	11
7. Subcontracts	11
8. Pre-Bid Conference	11
9. Clarification and Amendment of Bidding Documents	11
10. Documents comprising the Bid: Eligibility and Technical Components	11
11. Documents comprising the Bid: Financial Component	12
12. Bid Prices	12
13. Bid and Payment Currencies	12
14. Bid Security	13
15. Sealing and Marking of Bids	13
16. Deadline for Submission of Bids	13
17. Opening and Preliminary Examination of Bids	13
18. Domestic Preference	13
19. Detailed Evaluation and Comparison of Bids	13
20. Post-Qualification	14
21. Signing of the Contract	14
Section III. Bid Data Sheet	15
Section IV. General Conditions of Contract	18
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
Section V. Special Conditions of Contract	21
Section VI. Schedule of Requirements	26
Section VII. Technical Specifications	31

Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

**INVITATION TO BID
FOR
THE PROVISION OF JANITORIAL SERVICES IN THE LRA
CENTRAL OFFICE AND ITS REGISTRIES OF DEEDS
NATIONWIDE**

1. The Land Registration Authority (LRA), through the Authorized Appropriation under Fiscal Year 2021 NEP (National Expenditure Program) intends to apply the sum of **One Million Nine Hundred Eighty Three Thousand, Two Hundred Thirty Nine Pesos and 98/100 (P1,983,239.98) per month or Nineteen Million Eight Hundred Thirty Two Thousand, Three Hundred Ninety Nine Pesos and 80/100 (Php 19,832,399.80) for ten (10) months** being the Approved Budget for the Contract (ABC), subject to the approval of General Appropriations Act (GAA) Fiscal Year 2021 to payments under the contract for the **Provision of Janitorial Services in the LRA Central Office, East Avenue corner NIA Road, Diliman, Quezon City and its Registries of Deeds Nationwide (Project ID No. LRA-BAC-PGSM-2021-03)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

The Land Registration Authority (LRA) is conducting this procurement through the Early Procurement Activity (EPA) for FY 2021 to ensure the timely delivery of goods, implementation of infrastructure projects and rendition of consultancy services, consistent with the GPPB Resolution No. 14-2019 dated July 17, 2019 . EPA shall refer to the conduct of procurement activities, from posting of the procurement opportunity, if required, until recommendation of the Bids and Awards Committee (BAC) to the HoPE as to the award of the contract for goods to be delivered, infrastructure projects to be implemented and consulting services to be rendered in the following fiscal year (i.e. FY 2021), pending approval of their respective funding sources.

The bidders, therefore, are herewith informed of the following:

- a. Interested bidders are invited/requested to submit their bid proposals based on indicative budget (i.e. subject to final approval) through this invitation to Bid, together with the bidding documents;
- b. The LRA will evaluate the bid proposal and determine the winning bidder. The financial bid proposal of the winning bidder will be contract price/amount which is considered fixed price. However the Notice of Award (NOA) will only by issued upon the approval of the budget.

- c. Would there be a delay in the award as affected by the possible delay in the budget approval, the bid validity as specified in the bidding documents (which is a maximum of 120 calendar days), the winning bidder may be requested to extend the bid validity , the bid submitted by said bidder will be rejected.
2. The Land Registration Authority (LRA) now invites bids for the **Provision of Janitorial Services in the LRA Central Office and its Registries of Deeds nationwide**. The expected contract duration is from **March 01, 2021 to December 31, 2021**, renewable for one (1) year or until a new contract has been entered, subject to availability of funds. 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 (Instruction 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, partnership, 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 5183.

4. Prospective bidders may obtain further information from the LRA-Bids and Awards Committee (BAC) Secretariat through the contact details given below and inspect the Bidding Documents as posted on the websites of the LRA and the Philippine Government Electronic Procurement System (PhilGEPS).
5. A complete set of Bidding Documents may be acquired by interested Bidders on **November 27, 2020 to December 18, 2020 at 1:00 p.m.** from the address below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of (**Php 19,832.39**) . The Procuring Entity shall allow the bidder to present its proof of payment for the fees **through electronic means**.
6. The Land Registration Authority will hold a **Pre-Bid Conference on December 4, 2020 at 2:00 p.m.**, which shall be open to prospective bidders. To reduce the risks and hazards of community transmission of COVID-19, the BAC shall conduct meetings and conferences via videoconferencing at (**link: meet.google.com/oif-ioth-qmw**) until further notice, or until such time that the state of calamity, or implementation of community quarantine or similar government restrictions shall have been lifted by the proper government authorities.
7. Bids must be duly received by the BAC Secretariat through manual submission at the address below on or before **December 18, 2020 at 1:00 p.m. an hour before the opening of bids. 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 **December 18, 2020 at 2:00 p.m. via videoconferencing at (link: meet.google.com/nyy-ykvh-rix)**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. Authorized attendees, including representatives of bidders, shall likewise join the meeting via videoconferencing.
10. The Land Registration Authority 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 and 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

EUNALIZE E. ZAPANTA

BAC-PGSM Secretariat Member

Room 102, General Services Division

Contact Number: 0919-455-4941

LRA, East Avenue corner NIA Road, Diliman, Quezon City

eunalize.zapanta@lra.gov.ph

12. You may visit the following websites:

For downloading of Bidding Documents: PhilGEPs website and *LRA website*

November 27, 2020

JOEL MARI MARTIN M. BIGORNIA

Vice-Chairperson, Bids and Awards Committee on

Procurement of Goods, Supplies and Materials (BAC-PGSM)

Section II. Instructions to Bidders

1. Scope of Bid

The Land Registration Authority (LRA) wishes to receive Bids for the **Provision of Janitorial Services in the LRA Central Office and its Registries of Deeds nationwide for the year 2021**, with identification number **Project Identification No. LRA-BAC-PGSM-2021-03**

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **FY 2021** in the amount of **(Php 19,832,399.80)**

2.2. The source of funding is:

a. NGA, the **National Expenditure Program for FY 2021**.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

5.2. **Foreign ownership limited to those allowed under the rules may participate in this Project.**

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the

value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

- a. **For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.**

- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

- 7.1.b The Procuring Entity has prescribed that : **Subcontracting is not allowed.**

8. Pre-Bid Conference

1. The Land Registration Authority will hold a **Pre-Bid Conference on December 4, 2020 at 2:00 p.m.**, through videoconferencing as indicated in paragraph 6 of the IB

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ 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 *April 17, 2021*. 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.

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

¹ 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.

the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows: **One Project having several items that shall be awarded as one contract.**
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. <i>similar contracts shall refer to Provision for Janitorial Services.</i> b. completed within Three years prior to the deadline for the submission and receipt of bids.
7.1	<i>Subcontracting is not allowed.</i>
12	Not applicable
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> <ol style="list-style-type: none"> a. The amount of not less than Php 396,647.99 [(2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than Php 991,619.99 (5%) of ABC] if bid security is in Surety Bond.
19.3	One Lot - Provision of Janitorial Services in the LRA Central Office, East Avenue corner NIA Road, Diliman, Quezon City and its Registries of Deeds Nationwide, the ABC is One Million Nine Hundred Eighty Three Thousand, Two Hundred Thirty Nine Pesos and 98/100 (P1,983,239.98) per month or Nineteen Million Eight Hundred Thirty Two Thousand, Three Hundred Ninety Nine Pesos and 80/100 (Php 19,832,399.80) for ten (10) months
20	<p>The Lowest/Single Calculated Bid shall submit ALL of the following postqualification requirements:</p> <ol style="list-style-type: none"> 1. Photocopy of Single Largest Completed Contract or Purchase Order; 2. The corresponding proof of completion, which could either be: <ol style="list-style-type: none"> i. Certificate of Final Acceptance/Completion from the bidder's client; or ii. Official Receipt or Sales Invoice of the bidder covering the full amount of the contract 3. Latest Income and Business Tax Returns, filed and paid through the Electronic Filing and Payments System (EFPS), consisting of the following: <ol style="list-style-type: none"> i. 2019 Income Tax Return with proof of payment; <p>*Failure to submit a copy of the Single Largest Completed Contract with proof of completion is a valid ground for disqualification of the bidder.</p> <p>**In case the PhilGEPS Platinum Certificate of Registration was not available during bid submission, it shall be submitted as a post-qualification requirement, in accordance with Section 34.2 of the 2016 Revised IRR of R.A. No. 9184.</p>

20.2	<p>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).</p>
21.2	<p><i>Other document/certificates required by LRA:</i></p> <ul style="list-style-type: none"> • Certificate of Membership and at least 3 months of latest contributions to the following: <ul style="list-style-type: none"> a. SSS b. Philhealth c. PAG-IBIG <p>(September, October, November 2020 official receipts of the above contributions shall be attached on the last page of the financial component; however, the corresponding alpha lists of the employees' contribution shall be made available during the post qualification).</p>

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

- 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><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>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</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 LRA General Services Division</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; 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

- 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.

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 [*indicate here the time period specified. If not used indicate a time period of 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>Packaging –</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>Transportation –</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>Intellectual Property Rights –</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	Partial payment is not allowed.
4	The inspections and tests that will be conducted are: Physical inspection of personnel and required materials and supplies and equipments

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	<p>Provision of Janitorial Services on the LRA Central Office and Registries of Deeds Nationwide</p> <p>For Central Office, janitorial operations shall be from Monday to Saturday, excluding Sundays and legal holidays, at eight (8) hours a day, on a two (2) – shift basis, 7:00 a.m. to 4:00 p.m. and 8:00 a.m. to 5:00 p.m.</p> <p>For Registry of Deeds, janitorial operations shall be from Monday to Friday, excluding Saturdays, Sundays and legal holidays, at eight (8) hours a day.</p>	125 Janitors	125	10 Months contract (March 1, 2021- Dec 31, 2021)
2	<p>SUPERVISION AND CONTROL</p> <p>The contractor shall exercise direct supervision, management and control over its personnel.</p> <p>The Authority, however, may impose necessary measures with respect to the maintenance and sanitation of the building premises and its surroundings.</p>			

3. MANPOWER REQUIREMENTS, COSTS AND THEIR DEPLOYMENT

SEE ATTACHMENT (Detailed Monthly Cost Distribution Per Janitor)

NOTES:

1. The basis for the above computation shall be as follows:

- a. *The average number of days per year to be used are 313 days for LRA Central Office & 261 days for Registries of Deeds.*
- b. *Average Pay per Month = Daily Basic Wage x No. of days per year ÷ 12*
- c. *13th Month Pay = Average Pay per Month ÷ 12*
- d. *5 days incentive pay = (Daily Basic Wage + Daily COLA) x 5days ÷ 12*
- e. *Average COLA per Month = Daily COLA x No. of days per year ÷ 12*
- f. *SSS Premium = In compliance with the latest SSS Contribution Table Effective April 2019, where the amount to be contributed as premium is based on the Range of Compensation, which is the total remunerations or wages including overtime pay, allowances, bonuses and other gratuity that are integrated into the basic pay, EXCEPT the 13th Month Pay, which is expressed in the provision of the IRR of PD No. 851 and in the Revised Guidelines in Implementing the 13th Month Law.*
- g. *PhilHealth = The monthly premium contributions shall be at the rate of 3.5% computed straight based on the monthly basic salary, with a salary floor of P10,000 and a ceiling of P70,000, to be equally shared by the employees and employer.*
- h. *State Insurance Fund or Employees Compensation Contribution = P10.00 if the Range Compensation is P14,749.99 and below; and P30.00 if the Range Compensation is P14,750.00 and above.*
- i. *Pag-ibig Contribution = P 100.00*

2. *Upon discovery by the procuring agency of any willful failure or neglect of payment of the correct and legal contribution to SSS, PhilHealth, Pag-Ibig and Employees Compensation (State Insurance Fund) by the janitorial agency, by reason of its unrealistic or unconscionably low bid of agency fee, the same shall be a ground for automatic termination/rescission of the contract.*

3. *The contract will take effect upon the start of operation for the following RDs:*

- a) Tabaco City, Albay*
- b) Sipalay City, Negros Occidental*
- c) Digos City, Davao Del Sur*
- d) Island Garden City, Samal, Davao del Norte*
- e) Panabo City, Davao del Norte*
- f) Tagum City, Davao del Sur*
- g) Compostela Valley Province*

4. UNIFORMS

It is required that all janitorial personnel shall report to their assigned posts in proper uniform with the company ID worn on the chest and hairnet for the female staff.

5. SUPPLIES AND MATERIALS (Monthly Minimum Requirement)

No.	Standard Cleaning Solutions	Total Quantity (TQ)	Unit	Brand Name
1	Air freshener (liquid)	20	gallons	
2	Air freshener	65	tubes	
3	Insecticide Spray	36	tubes	
4	Alcohol	100	gallons	
5	Deodorant Cake	250	pieces	
6	Disinfectant Liquid	40	gallons	
7	Furniture Polish	5	gallons	
8	Furniture Spray	50	tubes	
9	Metal Polish	10	cans	
10	Toilet Bowl Cleaner	40	gallons	
11	Carpet Shampoo	6	gallons	

12	Complete Sealer	6	gallons	
13	Emulsion Wax	10	gallons	
14	Flannel	107	pieces	
15	Garbage Bag (big)	1,500	pieces	
16	Mop Head	107	pieces	
17	Powder Soap	107	kilos	
18	Round Rags	20	bundles	
19	Steel Wool	30	reams	
20	Marble Crystalizer	2	gallons	
21	Wax Stripper	5	gallons	
22	Wipe Out	5	cans	
23	Tissue Papers	50	Rolls	
24	Carpet Stain Cleaner	2	Gallons	
25	Glass Cleaner	4	Gallons	
26	Hand Pad	36	Pieces	
27	Polishing Pad	18	Pads	
28	Scrubbing Pad	18	Pads	
29	Red Wax	2	Gallons	
30	*Trigger Sprayer,Plastic	107	Pieces	
31	*Soft Broom	107	Pieces	
32	*Stick Broom	90	Pieces	
33	*Bowl Brush	100	Pieces	
34	*Toilet Bowl Suction	75	Pieces	
35	*Cobweb Broom	12	Pieces	
36	*Hand Brush	80	Pieces	
37	*Mop Handle	107	Pieces	
38	*Push Brush	30	Pieces	
39	*Dust Pans	107	Pieces	
40	*Feather Duster	70	Pieces	

41	*Rubber Floor Mat (Length-72 in, x 51 in.- Width)	3	Pieces	
42	*Hand soap	5	Gallons	

NOTE: The items with asterisk (*) sign should be supplied at the start of the contract implementation, and thereafter as the need arises.

6. STANDARD TOOLS & EQUIPMENT

The contractor shall provide and make available the following items at no cost added to LRA but required in the performance of its services. Additional or other equipment not specified shall be included on a need basis.

No.	Item	Quantity	Bidder's Proposal	Remarks (For LRA Use Only)
1	Bolo	3		
2	Shovel	6		
3	Squeegee, glass wiper	20		
4	Grass Scissors	2		
5	Caution Sign "Wet Floor"	12		
6	Vacuum Cleaner, wet & dry	3		
7	Garden Hose (100m) & Accessories	1		
8	Plastic Pail (5 gal. capacity)	30		
9	Spatula	20		
10	Electric Floor Polisher	18		
11	Mop Squeezers	4		
12	Power Saw	1		
13	Buggy Cart (For garbage collection)	2		

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

Name of Company/Bidder

Signature over Printed Name
of Representative

Date

Section VII. Technical Specifications

Technical Specifications

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>

1	<p>HOUSEKEEPING PLAN</p> <p>GENERAL CLEANING REQUIREMENTS</p> <p>1. Know what materials to use for a given surface;</p> <p>2. Know how to handle equipment:</p> <ul style="list-style-type: none"> a. lifting of furniture, fixtures and equipment; b. opening and closing of blinds; and c. cleaning tools must be clean before and after use. <p>3. No loitering;</p> <p>4. Cleaning of garbage, drains, trench or canals, oil traps, manholes;</p> <p>5. Completion of work as designed;</p> <p>6. Standard of cleanliness all the time;</p> <ul style="list-style-type: none"> a. Shiny; b. No smell; c. No debris; d. No stain; e. No dirty corners; f. Hidden surfaces should be as clear as visible surfaces; g. No cobwebs. 	
2	<p>SCOPE OF WORK</p> <p>A. DAILY SERVICES</p> <p>1. Sweeping, mopping, spot scrubbing and polishing of floors, lobbies, elevators, stairs, railing and corridors;</p> <p>2. Cleaning, sanitizing of toilets and restrooms with the use of effective disinfecting agents to be used on washbasins, urinals and toilet bowls;</p>	

	<p>3. Cleaning and dusting of horizontal and vertical surfaces;</p> <p>4. Dusting, cleaning, and disinfecting of all glass tops, windows, walls, doors, air vents, partitions;</p> <p>5. Cleaning and disinfecting of furniture, fixtures and counters, panels and sills;</p> <p>6. Picking up of cigarette butts, emptying and cleaning of ashtrays, sand urns and trash receptacles;</p> <p>7. Disposal of trash from confines of the building to the receptacle provided for this purpose;</p> <p>8. Sweeping and vacuuming of carpets and draperies, among others;</p> <p>9. Sweeping of sidewalks, driveways and lawns around the building;</p> <p>10. Cleaning and maintenance of grounds, parking area, waste water treatment plant, garage, security guardhouse, and premises of buildings;</p> <p>11. Switching off of all lightings when not in use and checking or closing of all windows and doors after office hours;</p> <p>12. Watering, trimming and cultivating of all ornamental plants inside and outside of the building; and</p> <p>13. Dusting of all paintings, bulletin boards and other wall hangings.</p> <p>14. Render assistance to the LRA Maintenance Unit in the upkeep/repair of telephone, electrical, plumbing and air conditioning system, including carpentry works and repair of office furniture/fixtures and equipment.</p> <p>15. Sanitization of telephone/s.</p> <p>16. Regular disinfection of public common areas, elevator, ingress/egress</p>	
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B. WEEKLY SERVICES

1. Thorough washing of floors and stair cases with soap and water, waxing and polishing;
2. Shampooing of carpets;
3. Washing and scrubbing of corridors and stairways, wall columns;
4. Thorough cleaning and disinfecting of all comfort rooms;
5. Thorough cleaning of electric fans and Venetian blinds;
6. Disinfecting and polishing of all railings, counters and door knobs, metal signs, reception tables and stair nosing;
7. Sweeping, cleaning and removing of dirt and debris at roof decks, canopies and roof tops;
8. Exposure of indoor plants to outdoor air but not to direct sunlight;
9. Cleaning and vacuuming of all carpets, chairs and draperies;
10. General cleaning of unused rooms, storages, roof deck;
11. Cultivating plants and applying fertilizer to plants and cutting grass or lawns at tolerable heights.

C. MONTHLY SERVICES

1. General cleaning and sanitation of all vertical and horizontal and over-hanging areas;

	<ol style="list-style-type: none"> 2. Pest control and fogging of flying insects inside the building; 3. Deodorizing of all VIP offices and conference rooms; 4. General cleaning and inspection of manhole and oil traps. 5. Assist the LRA Maintenance Unit in the general maintenance work on the generator set. <p>D. QUARTERLY</p> <ol style="list-style-type: none"> 1. Assist the LRA Maintenance Unit in the general maintenance work and repair of air-conditioning system, plumbing system and necessary works on roof repairs and waterproofing system. <p>E. SEMI-ANNUAL</p> <ol style="list-style-type: none"> 1. Assist the LRA Maintenance Unit in the general maintenance work and repair of fire protection system. <p>F. MISCELLANEOUS SERVICES</p> <ol style="list-style-type: none"> 1. Handling of office furniture and equipment within the premises; 2. Giving reports on repairs needed such as leaking faucets, busted lights, among others; 3. Performing miscellaneous errands that may be required within the office and extra hour services during special occasions. 	
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3	<p>RECRUITMENT AND SELECTION CRITERIA</p> <p>QUALIFICATIONS OF JANITORIAL PERSONNEL</p> <p>A. Supervisor</p> <ol style="list-style-type: none"> 1. At least second (2nd) year college; 2. With at least two (2) years experience in janitorial operations; 3. Physically and mentally fit; and 4. With good moral character and must have no derogatory or criminal records. <p>B. Janitor</p> <ol style="list-style-type: none"> 1. At least eighteen to forty-five years (18 – 45) of age; 2. At least six (6) months experience in janitorial operations; 3. Physically and mentally fit; and 4. With good moral character and must have no derogatory or criminal records. <p>C. Skilled workers</p> <p>1-Skilled Electrician with experience in building maintenance</p> <p>1-Skilled Plumber with experience in water line and sprinkler system operation</p> <p>1-Skilled Carpenter with finishing work experience</p> <p>NOTE:</p> <p>The above skilled workers shall be identified and certified by the contractor as to its qualifications. They shall be deployed in the</p>	
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	<p>LRA Central Office Building and nearby registry offices as may be deemed necessary by the LRA. All materials needed for the repair of the building shall be the responsibility of LRA, however equipment and tools necessary to undertake the works may be provided by the contractor.</p>	
<p>4</p>	<p>DISCIPLINARY MEASURES</p> <p>The following violations shall be a ground for recommendation of disciplinary action by the contractor against its janitors; to wit:</p> <ol style="list-style-type: none"> 1. Disrespect to superior officers and to clients' officers and employees; 2. Absent without notifying office and superior officers; 3. Offensive, immoral or vulgar languages; 4. Lousy uniform or no uniform while on duty; 5. Reading newspaper or any magazine while on duty; 6. Late for duty; 7. Unshaved mustache and beard (male); 8. Long hair (male); 9. Use of company or client property without the latter's consent; 10. Not wearing closed/proper shoes while on duty; 11. Not keeping janitorial equipment in proper place; 12. Drawing salary during tour of duty; 	

	<p>13. Not following special instructions of client or superiors;</p> <p>14. Sleeping while on duty;</p> <p>15. Gambling while on duty;</p> <p>16. Bringing women of ill-repute to the premises;</p> <p>17. Assigned area for cleaning is dirty;</p> <p>18. Drinking any alcoholic beverages while on duty;</p> <p>19. Use or possession of illegal drugs;</p> <p>20. Carrying or possessing firearms and other deadly weapons;</p> <p>21. Quarreling; fighting;</p> <p>22. Dishonesty;</p> <p>23. Abandoning of post;</p> <p>24. Entertaining personal guests while on duty; and</p> <p>25. Vandalism.</p>	
5	<p>GUIDELINES IN THE IMPLEMENTATION OF COVID-19 HEALTH AND SAFETY PROTOCOLS</p> <p>I. Reduce Contact and Transmission of Covid-19</p> <p>a. <i>“No Facemask, No Entry” Policy</i> – officers / employees / stakeholders will not be allowed to enter the office premises without wearing facemask;</p>	

II. Observe proper Physical/Social Distancing:

- b. Observe *"No Contact" Policy* by encouraging officials and employees to practice "No hugs", "No hand shake", and a minimum distance of at least one (1) meter shall be observed at all times both inside and outside the workplace, including hallways, stairs, gates, pathwalks.

III. Health and Safety Protocols must be observed in the workplace:

- a. Regular cleaning/disinfecting of tables, chairs, computers especially keyboards, counters, communal pens, waiting areas, comfort rooms, hallways etc. shall be observed daily at least before and after office hours.
- b. A designated personnel/**janitorial service** shall be designated to man the elevator and only two (2) passengers shall be allowed at a time with instruction that upon entry each shall be facing the elevator wall, as indicated in the markings, while maintaining safe distance from each other. Elevators shall be disinfected once every two (2) hours.

IV. Prior to entrance in the workplace/office/building:

- a. All officers, employees, stakeholders, clients entering shall be required to fill up a COVID-19 Declaration Form provided by the Security Guard assigned on a daily basis which shall then be forwarded to the General Services Division (GSD) in the Central Office or the authorized personnel in the registry of deeds at the end of each day. The accomplished forms shall be kept and filed by date and alphabetically arranged for contact tracing purposes. Ensure that all contact details like address, contact no. and email address are

	inputted in the entry module of the PHILARIS or any existing application.	
6	<p>MISCELLANEOUS PROVISIONS</p> <p>The Janitorial Services Agency may request for an adjustment of the stipulated price in the event that there is an increase in the number of days per year or the minimum wage is increased or fringe benefits are granted in favor of the janitors as promulgated by law, executive order and wage order. Said adjustment shall be equivalent only to the amount of the increase in the number of days per year or minimum wage or fringe benefits as promulgated by law, decree, order, as the case may be. Said adjustment is subject to availability of funds and shall be awarded upon/after evaluation and approval by the LRA.</p> <p>All commitments to the terms set forth in the Bidding Documents shall form part of the Contract and any violation of the same will be sufficient ground for the rescission by the LRA of the Contract.</p>	
7	<p>PRE-DEPLOYMENT REQUIREMENTS</p> <p>The awarded janitorial contractor shall submit to LRA, bio-data sheet of each personnel together with a photocopy of NBI clearance, Police clearance, Barangay clearance, medical certificate and recent photo (2x2) prior to their deployment.</p>	

I hereby certify to comply with all the above technical specifications.

Name of Company/Bidder

Signature over Printed Name
of Representative

Date

Section VIII. Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

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

Financial Documents

- (j) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**

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

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

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

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

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]

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 Signatur

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capa

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

[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]

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]

Performance Securing Declaration (Revised)

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

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

PERFORMANCE SECURING DECLARATION

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

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:

- i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
- b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

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

*[Insert signatory's legal
capacity]*

Affiant

[Jurat]

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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]



