### PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

# EARLY PROCUREMENT ACTIVITY (EPA) FOR THE PROVISION OF JANITORIAL SERVICES IN THE LAND REGISTRATION AUTHORITY AND ITS REGISTRIES OF DEEDS NATIONWIDE FOR CY 2024

Project ID No. LRA BAC-PGSM-2024-01

Government of the Republic of the Philippines

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### **Preface**

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

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

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

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

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

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

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### Glossary of Acronyms, Terms, and Abbreviations

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

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

CIP - Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

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

**EXW** – Ex works.

FCA – "Free Carrier" shipping point.

**FOB** – "Free on Board" shipping point.

Foreign-funded Procurement or Foreign-Assisted Project— Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as

specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as civil works or works. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

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

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

# Section I. Invitation to Bid



### REPUBLIKA NG PILIPINAS KAGAWARAN NG KATARUNGAN PANGASIWAAN SA PATALAAN NG LUPAIN (LAND REGISTRATION AUTHORITY)

East Avenue cor. NIA Road Quezon City

# Invitation to Bid for the Early Procurement Activity (EPA) for the provision of Janitorial Services in the Land Registration Authority and its Registries Of Deeds Nationwide for CY 2024

1. The Land Registration Authority (LRA), through the National Expenditure Program (NEP) for FY 2024 intends to apply the sum of EIGHTEEN MILLION EIGHT HUNDRED NINE THOUSAND SEVEN HUNDRED EIGHTY-SIX PESOS AND CENTAVOS ONLY (PHP 18,809,786.70), inclusive of VAT being the ABC to payments under the contract for the Early Procurement Activity (EPA) for the Provision of Janitorial Services in the Land Registration Authority and its Registries of Deeds Nationwide For CY 2024 with Project ID No. LRA BAC-PGSM-2024-01. 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 2024 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 2023), 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 the contract price/amount which is considered fixed price. However, the Notice of Award (NOA) will only be 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 LRA now invites bids for the Early Procurement Activity (EPA) for the Provision of Janitorial Services in the Land Registration Authority and its Registries of Deeds Nationwide For CY 2024. The expected contract duration is from

April 01, 2024 to December 31, 2024, 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, 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 LRA-Bids and Awards Committee (BAC) Secretariat for Non-Infrastructure 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 **December 06, 2023 to December 27, 2023** from the given address below upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Eighteen Thousand Eight Hundred Ten Pesos (PHP 18,810.00)** at the LRA Cashier located at the One Stop Shop (OSS). The **LRA** shall allow the bidder to present its proof of payment for the fees by presenting it in person.
- 6. The Land Registration Authority will hold a Pre-Bid Conference on December 14, 2023, 9:00 A.M., at the 4<sup>th</sup> Floor, LRA Conference Room, LRA Building, East Avenue corner NIA Road, Diliman, Quezon City, which shall be open to prospective bidders and/or through videoconferencing/webcasting via Zoom application using the following:

Meeting ID : 897 5212 6189

Security Passcode : 615349

- 7. Bids must be duly received by the BAC Secretariat through manual submission at the address below on or before December 27, 2023, 8:30 A.M. at the 4<sup>th</sup> Floor, LRA Conference Room, LRA Building, East Avenue corner NIA Road, Diliman, Quezon City. 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 27**, **2023**, **09:00 A.M.** at the **4**<sup>th</sup> **Floor**, **LRA Conference Room**, **LRA Building**, **East Avenue corner NIA Road**, **Diliman**, **Quezon City**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

**For the purpose of constituting a quorum**, either the physical and virtual presence of the BAC members shall be considered pursuant to GPPB Resolution No. 09-2020.

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 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

### 11. For further information, please refer to:

### MARIA RUDYLYN A. CEBRERO

BAC-PGSM Secretariat Member Room 02, Property and Supply Section, Lower Ground Floor Mobile No. 0999-2262745

### NONETTE KHALIL M. AMPARO, RN

BAC-PGSM Secretariat Member Room 302, 3<sup>rd</sup> Floor, Office of the Reconstitution Division Mobile No. 0917-2426183

12. For viewing and downloading of Bidding Documents you may visit:

http://notices.philgeps.gov.ph/ https://lra.gov.ph/bids-opportunities/

Date Issuance of Bidding Documents:

06 December 2023 at Quezon City

ATTY. TRISTAN E. DE GUZMAN

Chairperson, LRA Bids and Awards Committee East Avenue corner NIA Road, Diliman, Quezon City

# Section II. Instructions to Bidders

### 1. Scope of Bid

The Procuring Entity, Early Procurement Activity (EPA) for the Provision of Janitorial Services in the Land Registration Authority and its Registries of Deeds Nationwide for CY 2024, with identification number LRA BAC-PGSM-2024-01.

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

### 2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for *FY 2024* in the amount of **EIGHTEEN MILLION EIGHT HUNDRED NINE THOUSAND SEVEN HUNDRED EIGHTY-SIX PESOS AND CENTAVOS ONLY (PHP 18,809,786.70)**, inclusive of VAT.
- 2.2. The source of funding is the National Expenditure Program (NEP) FY 2024.

### 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:

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.a. The Procuring Entity has prescribed that: **Subcontracting is not allowed.** 

### 8. Pre-Bid Conference

The Land Registration Authority will hold a Pre-Bid Conference on December 14, 2023, 9:00 A.M., at 4<sup>th</sup> Floor, LRA Conference Room, LRA Building, East Avenue corner NIA Road, Diliman, Quezon City and/or through videoconferencing/webcasting as indicated in Paragraph 6 of the Invitation to Bid (IB).

### 9. Clarification and Amendment of Bidding Documents

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

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

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

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

11.1. The second bid envelope shall contain the financial documents for the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).

- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

### 12. Bid Prices

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

### 13. Bid and Payment Currencies

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

### 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid **120 calendar days (April 25, 2024)**. 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

<sup>1</sup> 

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

### 20. Post-Qualification

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

### 21. Signing of the Contract

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

# Section III. Bid Data Sheet

ITB	
Clause	
5.3	For this purpose, contracts similar to the Project shall be:
	a. Janitorial Services.
	b. completed within three (3) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
12	Not applicable.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:
	a. The amount of not less than <b>PHP 376,195.73</b> [(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 <b>PHP 940,489.34</b> [(5%) of ABC] if bid security is in Surety Bond.
19.3	The Project, Early Procurement Activity (EPA) for the Provision of Janitorial Services in the Land Registration Authority and its Registries Of Deeds Nationwide for CY 2024 with ABC of EIGHTEEN MILLION EIGHT HUNDRED NINE THOUSAND SEVEN HUNDRED EIGHTY-SIX PESOS AND CENTAVOS ONLY (PHP 18,809,786.70), VAT inclusive.
	The computation of a prospective bidder's NFCC must be at least equal to the ABC to be bid, pursuant to Section 23.4.1.4 of the 2016 Revised IRR of RA No. 9184.
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.
	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 Single/Lowest
	Calculated Bid, the Bidder shall submit ALL of the following post-qualification requirements:
	<ol> <li>Photocopy of Single Largest Completed Contract or Purchase Order</li> <li>The corresponding proof of completion which could either be:         <ul> <li>a. Certificate of Final Acceptance/Completion from the bidder's client; or</li> <li>b. Official Receipt or Sales Invoice of the bidder covering the full amount of the contract</li> </ul> </li> <li>Latest Income and Business Tax Returns, filed and paid through the Electronic Filing and Payments System (eFPS) and other appropriate licenses and permits required by law.</li> <li>Valid Mayor's/Business Permit for FY 2023.</li> </ol>
	talla ittaj of 5/ Dabillo55 i ellilit 101 i 1 2025.

	Failure to submit a copy of the Single Largest Completed Contract with proof of completion is a valid ground for disqualification of the bidder
21.1	No Further Instructions.

### 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.

**Special Conditions of Contract** 

CCC	I		
GCC Clause			
1			
	Delivery and Documents –		
	Denvery and Documents –		
	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:		
	"The delivery terms applicable to the Contract are DDP delivered LRA Bldg., East Avenue cor., NIA Road, Diliman, Quezon City in accordance with INCOTERMS."		
	"The delivery terms applicable to this Contract are delivered LRA Bldg., East Avenue cor. NIA Road, Diliman, Quezon City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."		
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).		
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is the General Services Division of LRA.		
	Incidental Services –		
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:		
	a. The Janitorial Agency shall have adequate sources of well trained, disciplined, cooperative, trustworthy, and reliable janitorial personnel. A pool of regular reserves shall be maintained to provide for a ready replacement of regular janitors in cases of absences and emergencies;		
	The Contract price for the Services 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.		
	Packaging –		
	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.		

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.

The outer packaging must be clearly marked on at least four (4) sides as follows:

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

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.

### Transportation –

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.

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.

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.

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.

### **Intellectual Property Rights –**

	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.			
	Regular and Recurring Services –			
	"The contract for regular and recurring services shall be subject to a renewal whereby the performance evaluation of the service provider shall be			
	conducted in accordance with Section VII. Technical specifications."			
2.2	The terms of payment shall be as follows:			
	The Janitorial Agency may bill LRA on a bi-monthly basis. Billings			
	or requests for payment shall be supported by the following			
	documents:			
	Bi-Monthly Billing for janitorial services rendered;			
	2. Bi-Monthly Service Invoice, indicating the breakdown and the			
	total among being collected;			
	3. Daily Time Records of Supervisor, Janitor and Skilled Worker			
	for the billing period;			
	4. Bi-Monthly Summary Accomplishment Report;			
	5. Bi-Monthly Summary Payroll of Number of Janitors deployed			
	and Number of Duty Hours rendered;			
	6. Photocopy of Janitorial Service Contract with Certified True			
	Сору;			
	7. Bi-Monthly Daily Time Record; and			
	8. Other documents may be required			
4	The inspections and tests that will be conducted are:			
	1. Examination of documents to verify the validity of the submitted Technical			
	Documents;			
	2. Others that may be necessary to the Bids and Awards Technical Working			
	Group (BAC-TWG) in their preparation of the Post Qualification Report; and			
	3. BAC-TWG shall coordinate with the winning bidder other requirements			
	and procedures re: inspection and tests; and  4. Physical inspection of personnel and required materials and supplies			
	4. Physical inspection of personnel and required materials and supplies.			

# 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.

Lot Number	Description	Quantity	Delivered, Weeks/Months
	Provision of Janitorial Services in the Land Registration Authority and its Registries of Deeds Nationwide for CY 2024		
	For Central Office, the Janitors and Skilled Workers shall render eight (8) hours duty per day, six (6) days a week from Monday to Saturday excluding Sundays and legal holidays, on a two (2) shift basis, 7:00 AM - 4:00 PM and 9:00 AM - 6:00 PM.		
1	For Registries of Deeds, the Janitors shall render eight (8) hours duty per day, five (5) days a week from Monday to Friday excluding Saturday, Sundays and legal holidays, from 8:00 AM - 5:00 P.M.	108 janitors	9 months contract (April 01, 2024 - December 31, 2024)
	This number of janitors contracted may be increased or decreased at any time with the consent/approval of both parties, subject to availability of funds. In the event that there will be an increase in the number of janitors during the duration of the contract, the same shall form part of the contract and shall be subject to the same terms and conditions herein set forth.		
	(See Annex "A")		

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

Lot	Specification	Statement of Compliance
1	PROVISION OF JANITORIAL SERVICES IN THE LAND REGISTRATION AUTHORITY AND ITS REGISTRIES OF DEEDS NATIONWIDE	
	For Central Office, the Janitors and Skilled Workers shall render eight (8) hours duty per day, six (6) days a week from Monday to Saturday excluding Sundays and legal holidays, on a two (2) shift basis, 7:00 AM - 4:00 PM and 9:00 AM - 6:00 P.M.	
	For Registries of Deeds, the Janitors shall render eight (8) hours duty per day, five (5) days a week from Monday to Friday excluding Saturday, Sundays and legal holidays, from 8:00 AM - 5:00 P.M.	
	108 janitors, 2 skilled workers, and 1 supervisor GENERAL CONDITIONS	
	a.The Janitorial Agency shall keep the entire premises and immediate surroundings of the LRA Central Office and Registries of Deed nationwide in clean and sanitary conditions and to maintain at all times high standard of cleanliness;	
	b.The Janitorial Agency shall carry out all services contracted for and such other services that LRA may require with minimum disturbances to the LRA's daily operations;	
	c.The Janitorial Agency shall provide Supervisor/s who shall act and make decisions in behalf and for the account of the Janitorial Agency on matters arising from questions or complaints by this Authority or by the service personnel themselves, at no cost to LRA;	
	d.The Janitorial Agency shall have adequate sources of well trained, disciplined, cooperative, trustworthy, and reliable janitorial personnel. A pool of regular reserves shall be maintained to provide for a ready replacement of regular janitors in cases of absences and emergencies;	
	e.The LRA shall have exclusive jurisdiction over the implementation of the service contract with the Janitorial Agency and all assignments/deployments	

shall first be approved by the LRA or its authorized representative;

f.All acts and behavior in the execution of the service contract by the Janitorial Agency shall in no way contravene any existing government laws, rules, and regulations;

g.No assignment whatsoever of the Janitorial Service Contract shall be made to any third party; and

h.The LRA assumes no obligation or responsibility whatsoever to compensate or indemnify any and all bidders, for any expenses or loss which may be incurred in the preparation of their proposals.

i. The Janitorial Agency shall submit a certificate from other government agencies or private corporations a certificate of satisfactory rating.

# DUTIES AND RESPONSIBILITIES OF THE JANITORIAL AGENCY

1.It is also agreed that the personnel of the Janitorial Agency shall be subjected to a spot search by the LRA's duly authorized guards or security men on duty, every time service personnel enter and leave the premises.

2.All personnel of the Janitorial Agency assigned to the Central Office and Registries of Deeds shall be bonded personnel covered by the SSS Insurance including all standard workmen benefits. The Janitorial Agency shall be responsible for any liability that may arise due to its personnel not being so bonded or covered.

The Janitorial Agency shall remit directly to the SSS, ECC, Philhealth, and Pag-Ibig the monthly employer's share and employee's contributions. Failure to comply for the duration of the contract shall be a ground for cancellation/termination of the contract.

3.The Janitorial Agency shall provide on its own account, uniforms and identification cards which shall be worn at all times while inside the premises. Service personnel not in proper uniform and/or without an ID shall be subject to approval of the LRA General Services Division Chief. Proper

uniform shall include the wearing of appropriate closed shoes.

- 4.The Janitorial Agency shall maintain a satisfactory level of performance throughout the term of the contract and a report shall be submitted to LRA on a quarterly basis, based on the following criteria:
- a. Quality of service;
- b. Time management;
- c.Management and sustainability of personnel;
- d.Contract administration and management; and
- e.Provision of regular progress report.
- 5.The Janitorial Agency shall compensate the injured service personnel or the legal heirs/beneficiaries of the deceased service personnel, when injury or death occurs while in the performance of their assigned duties and responsibilities.
- 6.The Janitorial Agency shall perform such other duties as required of the janitorial service provider under government rules and regulations, and those which may, from time to time, or on special occasions, be requested by LRA to be performed.

### **SCOPE OF WORKS**

### A. DAILY SERVICES

- 1. Sweeping, mopping, spot scrubbing and polishing of floors, lobbies, elevators, stairs, railings and corridors;
- 2.Cleaning, sanitizing of restrooms with the use of effective disinfecting agents to be used on washbasins, urinals and toilet bowls;
- 3. Cleaning and dusting of surfaces;
- 4. Cleaning and dusting of all glass tops, windows, walls, doors, air vents, and partitions;
- 5.Cleaning of furnitures and fixtures, panels, and window sills;
- 6.Disposal of trash bins from confines of the building to the receptacle provided for this purpose;
- 6.Sweeping and vacuuming of carpets and draperies;
- 7. Sweeping and vacuuming of carpets and draperies;

- 8. Sweeping of sidewalks, driveways, and lawns around the building;
- 9.Cleaning and maintenance of grounds, parking area, garage, security guardhouse, and other premises of buildings;
- 10. Watering, trimming and cultivating of all ornamental plants inside and outside of the building;
- 11.Dusting of all paintings, bulletin boards, and other wall hangings; and
- 12.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 furnitures and fixtures and equipment.

#### **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, stairways, and wall columns;
- 4. Thorough cleaning and disinfecting of all comfort rooms;
- 5. Thorough cleaning of electric fans and venetian blinds:
- 6.Polishing of all railings, counters and door knobs, metal signs, reception tables and stair nosing;
- 7. Sweeping, cleaning, and removing dirt/debris at 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 rooms, storages, roof deck; and
- 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;
- 2.Pest control and fogging of flying insects inside the building;
- 3.Deodorizing of all offices of Officials and conference rooms;
- 4.General cleaning and inspection of manhole and oil traps;
- 5.General cleaning of all exterior glasses and ledges; and
- 6.Assist the LRA Maintenance Unit in the general maintenance work on the generator set.

### **D. QUARTERLY**

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.

### E. SEMI-ANNUAL

Assist the LRA Maintenance Unit in the general maintenance work and repair of the fire protection system.

#### F. MISCELLANEOUS SERVICES

- 1. Hauling of office furniture and equipment within the premises;
- 2.Report to the General Services Division the repairs needed such as, but not limited to, leaking faucets, busted lights, clogged drainage, chipped walls; and
- 3. Performing miscellaneous errands that may be required within the office and extra hour services during special occasions.

### GENERAL CLEANING REQUIREMENTS

- 1. Know what materials to use for a given surface:
- 2. Know how to handle equipment:
  - a. lifting of furnitures and fixtures and various equipment;
  - b. opening and closing of venetian blinds; and
  - c. cleaning tools must be clean before and after use.
- 3. No loitering;
- 4. Cleaning of garbage bins, water drains, trench or canals, oil traps, and manholes;
- 5. Completion of work as tasked; and
- 6. Standard of cleanliness all the time:
  - a. Shiny;

b. No odor; c. No debris; d. No stain; e. No dirty corners; f. Hidden surfaces must be cleaned from time to time: and g. No cobwebs. **SUPPLY AND EQUIPMENT** Supplies and equipment shall be provided by the Janitorial Agency in accordance with the schedule of supply and equipment requirements. It shall be subject to inspection by the General Service Division (GSD) prior the commencement of the contract. (See Annex "B") **OUALIFICATIONS FOR STANDARD JANITORIAL PERSONNEL:** A. Supervisor a. At least finished Second Year Level in College with 72 units or a graduate of K to 12 program; b. With at least two (2) years experience in janitorial operations; c. Not less than thirty (30) years old nor more than fifty (50) years of age; d. Physically and mentally fit (medical certificate attached); and e. With good moral character and must have no derogatory or criminal records. **B.** Janitor a. At least high school graduate; b. With at least six (6) months experience in janitorial operations; c. Not less than twenty-one (21) years old nor more than fifty (50) years of d. Physically and mentally fit (medical certificate attached); and e. With good moral character and must have no derogatory or criminal records. C. Skilled Worker a. Skilled Electrician with experience in building maintenance; b. Skilled Plumber with experience in water line and sprinkler system operation; and/or c. Skilled Carpenter with finishing work experience.

### **DISCIPLINARY MEASURES**

The following violations shall be a ground for recommendation of disciplinary action by the contractor against its janitors; to wit:

- 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 not wearing of proper 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 keeping janitorial equipment in proper place;
- 11. Drawing salary during tour of duty;
- 12. Not following special instructions of client or superiors;
- 13. Sleeping while on duty;
- 14. Gambling while on duty;
- 15. Bringing women of ill-repute to the premises;
- 16. Assigned area for cleaning is untidy;
- 17. Drinking any alcoholic beverages while on duty or inside the premises after duty:
- 18. Use or possession of illegal drugs;
- 19. Carrying or possessing firearms and other deadly weapons;
- 20. Quarreling; fighting;
- 21. Dishonesty;
- 22. Abandoning of post;
- 23. Entertaining personal guests while on duty;
- 24. Vandalism;
- 25. Playing mobile games or gadgets while on duty; and
- 26. Accepting bribery/facilitation fees from client transactions.

### REMINDER ON STATEMENT OF COMPLIANCE:

[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 hereby certify to comply and delive	er all the above requirements.	
Name of Company/Bidder	Signature Over Printed Name Of Representative	Date

# Section VIII. Checklist of Technical and Financial Documents

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

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

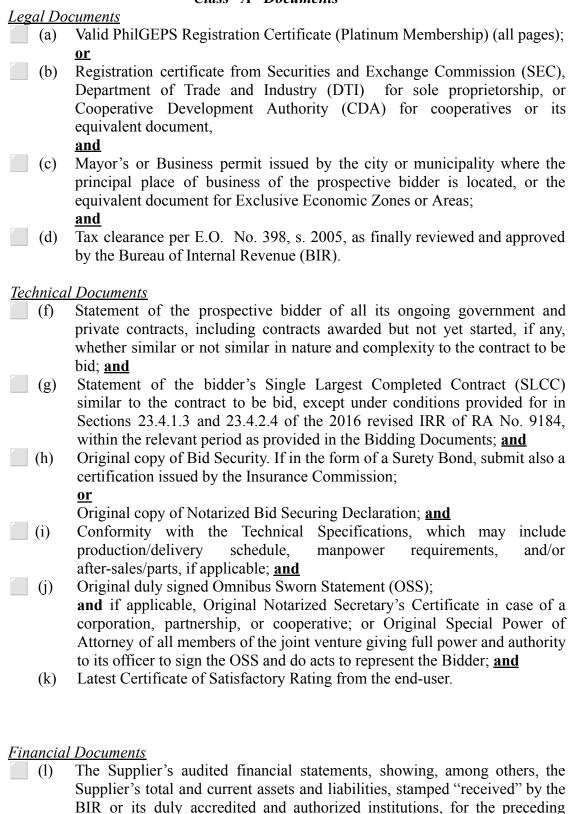
- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity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

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

### **Checklist of Technical and Financial Documents**

### TECHNICAL COMPONENT ENVELOPE

### Class "A" Documents



- 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
- The prospective bidder's computation of Net Financial Contracting (m) Capacity (NFCC);

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

#### Class "B" Documents

(n) 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)

- (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.

#### 25 FINANCIAL COMPONENT ENVELOPE

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

#### **Bid Form for the Procurement of Goods**

[shall be submitted with the Bid]

	BID FORM
P	Date : Project Identification No. :

To: LAND REGISTRATION AUTHORITY

Gentlemen and/or Ladies:

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 Early Procurement Activity (EPA) for the provision of Janitorial Services in the Land Registration Authority and its Registries of Deeds Nationwide for CY 2024 in conformity with the said PBDs for the sum of [amount in words (amount in numbers)], inclusive of VAT 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,

BID ITEMS	MONTHLY COST	TOTAL COST FOR NINE (9) MONTHS
1. Manpower Cost		
2. Cost of Supplies and Materials, Administrative Head, and Agency Fee		
3. Value Added Tax (sum 1 & 2 x 12%)		
TOTAL BID PRICE (sum 1, 2, & 3)		
Bidder's Bond		

#### If our Bid is accepted, we undertake:

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

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

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:
Name and address Amount and Purpose of of agentCurrencyCommission or gratuity
(if none, state "None") /
(if none, state Trone)
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: \_\_\_\_\_

#### (Bidder's Company Letterhead)

#### PRICE SCHEDULE FORM

## DETAILED COMPUTATION / COST DISTRIBUTION OF THE MINIMUM MONTHLY CONTRACT

#### RATE PER JANITOR PER LOCATION

The LRA estimate which is based on the minimum wage and allowances benefits required by law, shall be the major basis for determining the responsiveness of the bid of qualified bidders. Strictly follow the National Wage and Productivity Commission - DOLE computed rates due to the Janitors and to the Government in the computation of the bid offers, while the bid offers on the Agency Fee (Administrative and Overhead Margin) shall be left to the decision of the bidder.

#### **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]

#### **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 Signature]

[Insert Signatory's Legal Capacity] [Insert Signatory's Legal Capacity]

for: for:

[Insert Procuring Entity] [Insert Name of Supplier]

#### **Acknowledgment**

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

#### **Omnibus Sworn Statement (Revised)**

[shall be submitted with the Bid]

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]

#### **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]

#### 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.
- 0. 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;
- 0. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
  - 1. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
    - 1. Procuring Entity has no claims filed against the contract awardee;
    - 2. It has no claims for labor and materials filed against the contractor; and
    - 3. 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]

#### SCHEDULE OF REQUIREMENTS

#### ANNEX A

## DISTRIBUTION OF JANITORS IN THE LRA CENTRAL OFFICE AND ITS REGISTRIES OF DEEDS NATIONWIDE FY 2024

	LOCATION	NO. OF DAYS PER	WEEK	QTY
NCR				
	Central Office	6 DAYS		22
	Valenzuela City	5 DAYS		1
	Paranaque City	5 DAYS		1
	Las Pinas City	5 DAYS		1
	Marikina City	5 DAYS		1
	Caloocan City	5 DAYS		1
	Mandaluyong City	5 DAYS		1
	Malabon City	5 DAYS		1
	Muntinlupa City	5 DAYS		1
	Pasig City	5 DAYS		1
	San Juan	5 DAYS		1
	Quezon City	5 DAYS		1
	Taguig City	5 DAYS		1
	Manila City	5 DAYS		1
			SUBTOTAL	35
CAR				
	Bangued, Abra	5 DAYS		1
	Tabuk, Kalinga Apayao	5 DAYS		1
	Lamut, Ifugao	5 DAYS		1
	Bontoc, Mountain Province	5 DAYS		1
			SUBTOTAL	4
REGION I				
	Lingayen, Pangasinan	5 DAYS		1
	Laoag City	5 DAYS		1
	San Fernando, La Union	5 DAYS		1
	Batac, Ilocos Norte	5 DAYS		1
	llocos Norte	5 DAYS		1
	Dagupan City, Pangasinan	5 DAYS		1

			SUBTOTAL	6
REGION II				
	Ilagan, Isabela	5 DAYS		1
	Tuguegarao, Cagayan	5 DAYS		1
	Sanchez Mira, Cagayan	5 DAYS		1
	Bayombong, Nueva Vizcaya	5 DAYS		1
	Cabarroguis, Quirino	5 DAYS		1
			SUBTOTAL	5
REGION III				
	Tarlac City, Tarlac	5 DAYS		1
	Balanga, Bataan	5 DAYS		1
	Meycauayan, Bulacan	5 DAYS		1
	Palayan City, Nueva Ecija	5 DAYS		1
	San Fernando, Pampanga	5 DAYS		1
	Iba, Zambales	5 DAYS		1
	Guiguinto, Bulacan	5 DAYS		1
	Baler, Aurora	5 DAYS		1
			SUBTOTAL	8
REGION IV				
	Antipolo City	5 DAYS		1
	Calamba, Laguna	5 DAYS		1
	San Pablo City	5 DAYS		1
	Lipa City	5 DAYS		1
	Cavite City	5 DAYS		1
	Tagaytay City	5 DAYS		1
	Batangas City	5 DAYS		1
	Binangonan Rizal	5 DAYS		1
	Nasugbu, Batangas	5 DAYS		1
	Morong, Rizal	5 DAYS		1
	Boac, Marinduque	5 DAYS		1
	Romblon, Romblon	5 DAYS		1
			SUBTOTAL	12
REGION V				
	Naga, Camarines Sur	5 DAYS		1
	Naga City	5 DAYS		1

	Daet Camarines Norte	5 DAYS		1
	Albay Province	5 DAYS		1
	Legaspi City	5 DAYS		1
			SUBTOTAL	5
REGION VI	Iloilo City	5 DAYS		1
	Kalibo, Aklan	5 DAYS		1
	Iloilo Province	5 DAYS		1
	Roxas City	5 DAYS		1
	San Jose, Antique	5 DAYS		1
			SUBTOTAL	5
REGION VII				
	Bohol Province	5 DAYS		1
	Tagbilaran Province	5 DAYS		1
	Bais City, Negros Orriental	5 DAYS		1
	Dumaguete City	5 DAYS		1
			SUBTOTAL	4
REGION VIII				
	Borongan, Eastern Samar	5 DAYS		1
	Maasin, Southern Leyte	5 DAYS		1
	Tacloban City	5 DAYS		1
	Calbayog City	5 DAYS		1
	Catarman, Northern Samar	5 DAYS		1
			SUBTOTAL	5
REGION IX				
	Dipolog City	5 DAYS		1
	Zamboanga City	5 DAYS		1
			SUBTOTAL	2
REGION X				
	Cagayan De Oro City	5 DAYS		1
	Misamis Oriental Province	5 DAYS		1
	Ozamis City	5 DAYS		1
	Oroquleta City	5 DAYS		1
	Misamis Occidental Province	5 DAYS		1
	Tangub City	5 DAYS		1
	Mambajao, Camiguin	5 DAYS		1
			SUBTOTAL	7

REGION XI				
	Davao City	5 DAYS		1
	Tagum, Davao del Norte	5 DAYS		1
			SUBTOTAL	2
REGION XII				
	General Santos City	5 DAYS		1
	Isulan, Sultan Kudarat	5 DAYS		1
	Kidapawan, North Cotabato	5 DAYS		1
	Koronadal, South Cotabato	5 DAYS		1
	Alabel, Sarangani	5 DAYS		1
			SUBTOTAL	5
BARMM				
	Lanao Del Sur	5 DAYS		1
			SUBTOTAL	1
CARAGA				
	Surigao City	5 DAYS		1
	Surigao Province	5 DAYS		1

SUBTOTAL

108

**Grand total** 

# SCHEDULE OF SUPPLIES AND EQUIPMENT ANNEX B SUPPLIES AND MATERIALS (Monthly Minimum Requirement)

NO.	Standard Cleaning Solutions	Total Quantity (TQ)	Unit
1	Air Freshener (liquid)	40	Gallons
2	Air Freshener	50	Tubes
3	Insecticide Spray	50	Tubes
4	Alcohol	50	Gallons
5	Deodorant Cake	300	Pieces
6	Disinfectant Liquid	60	Gallons
7	Furniture Polish	10	Gallons
8	Furniture Spray	50	Tubes
9	Metal Polish	20	Cans
10	Toilet Bowl Cleaner	60	Gallons
11	Complete Sealer	15	Gallons
12	Emulsion Wax	20	Gallons
13	Flannel	130	Pieces
14	Garbage bag (big)	2000	Pieces
15	Mop Head	70	Pieces
16	Powder Soap	130	Kilos
17	Round Rags	50	Bundles
18	Steel Wool	50	Reams
19	Marble Crystallizer	5	Gallons
20	Wax Stripper	10	Gallons
21	Wipe Out	10	Cans
22	Tissue Papers	100	Rolls
23	Glass Cleaner	10	Gallons
24	Hand Pad	50	Pieces
25	Polishing Pad	30	Pads
26	Scrubbing Pad	30	Pads
27	Hand Soap	30	Gallons

#### STANDARD TOOLS AND EQUIPMENTS

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.

	QUARTERLY SUPPLIES							
NO.	Standard Cleaning Solutions	Total Quantity	Unit					
1	Trigger Sprayer, Plastic	50	Pieces					
2	Soft Broom	75	Pieces					
3	Stick Broom	30	Pieces					
4	Bowl Brush	75	Pieces					
5	Toilet Bowl Suction	15	Pieces					
6	Cobweb Broom	30	Pieces					
7	Hand Brush	75	Pieces					
8	Mop Handle	60	Pieces					
9	Push Brush	35	Pieces					
10	Dust Pans	35	Pieces					
11	Feather Duster	20	Pieces					
12	Rubber Floor Mat (Length-72 inches x 51 inches)	6	Pieces					
13	Squeegee, glass wiper	35	pieces					

EQUIPMENT			
NO.	Standard Cleaning Solutions	Total Quantity	Unit
1	Bolo	6	pieces
2	Shovel	6	pieces
3	Grass Scissors	5	pieces
4	Caution Sign "Wet Floor"	10	pieces
5	Vacuum wet & dry	2	units
6	Garden Hose (100m) & Accessories	2	units
7	Plastic Pail (5 gal. capacity)	50	pieces
8	Spatula	40	pieces
9	Electric Floor Polisher	6	units
10	Mop Squeezer	6	pieces
11	Power Saw	1	units
12	Buggy Cart (For Garbage)	3	units
13	Grass cutter	2	units
14	Scaffolding	2	sets

