

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

PROCUREMENT OF ANNUAL JANITORIAL SERVICES FOR CITEM OFFICE AND ITS TRADE FAIR EVENTS



Government of the Republic of the Philippines

**Sixth Edition
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Glossary of Acronyms, Terms, and Abbreviations

ABC –Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – BangkoSentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB –Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described,

detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations

Section I. Invitation to Bid

INVITATION TO BID FOR THE PROCUREMENT OF ANNUAL JANITORIAL SERVICE FOR CITEM OFFICES AND ITS TRADE FAIR EVENTS

1. The **Center for International Trade Expositions and Mission (CITEM)**, through the **Corporate Operating Budget for 2022** intends to apply the sum of **One Million Seven Hundred Forty Thousand Pesos (Php 1,740,000.00)** being the ABC to payments under the contract for **PROCUREMENT OF ANNUAL JANITORIAL SERVICES FOR CITEM OFFICE AND ITS TRADE FAIR EVENTS** Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Center for International Trade Expositions and Mission (CITEM)** now invites bids for the above Procurement Project. Delivery of the Goods is required from **January 01, 2022 to December 31, 2022** and may be renewed for two (2) yearly contract subject to performance evaluation at the end of each year of services. The ABC for the second and third contract years may be adjusted based on the mandated minimum wage and increase or decrease in the number of janitorial personnel. Bidders should have completed, within **three (3) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from **CITEM Bids and Awards Committee Secretariat** and inspect the Bidding Documents at the address given below during *Monday to Friday, 8:00AM - 5:00PM*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **13 December 2021** from the given address and website(s) below upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Two Thousand Pesos (Php 2,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *through electronic means*. *Payment shall be made thru CITEM Bank Account below, a copy of bank deposit slip should be emailed to the BAC Secretariat:*

- o Bank : Landbank of the Philippines
- o Account Name : CITEM
- o Account Number : 1772 1038 63
- o Bank Address : LBP Century Park (Harrison Plaza) Branch
- o Swift Code : TLBPPHMM

6. The **Center for International Trade Expositions and Mission (CITEM)** will hold a Pre-Bid Conference on **21 December 2021, 2:00PM via Microsoft Teams or Zoom** which shall be open to prospective bidders. Please contact the CITEM Bids and Awards Committee Secretariat through

email at citembac@citem.com.ph for the link of the Video Conference meeting. The link will be released on the actual day of the Pre-Bid Conference.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **18 January 2022, 2:00PM**. **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 **18 January 2022, 2:00PM via Microsoft Teams or Zoom**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. Please contact the CITEM Bids and Awards Committee Secretariat through email at citembac@citem.com.ph for the link of the Video Conference meeting. The link will be released on the actual day of the Opening of Bids.
10. Prospective Bidders are notified that this procurement is undertaken through **Early Procurement Activity**. In this regard, prospective bidders are enjoined to refer to the **GPPB Circular 06-2019** dated July 17, 2019 and other related issuances.
11. The **Center for International Trade Expositions and Mission (CITEM)** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

CITEM-BAC Secretariat

Center for International Trade Expositions and Missions
Golden Shell Pavilion
Roxas Blvd. Cor. Sen. Gil Puyat Ave., Pasay City
Tel no. +63(2) 8-831-2201 loc. 294/309
Email: citembac@citem.com.ph
Website: www.citem.com.ph

13. You may visit the following websites:

For downloading of Bidding Documents: <https://citem.gov.ph/procurement/invitation-to-bid>

13 December 2021



ATTY. ANNA GRACE I. MARPURI
Chairman, CITEM-Bids and Awards Committee



Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Center for International Trade Expositions and Mission (CITEM)** wishes to receive Bids for the **PROCUREMENT OF ANNUAL JANITORIAL SERVICES FOR CITEM OFFICE AND ITS TRADE FAIR EVENTS** with identification number **CITEM-2022-0001-EPA**.

The Procurement Project (referred to herein as "Project") is composed of **PROCUREMENT OF ANNUAL JANITORIAL SERVICES FOR CITEM OFFICE AND ITS TRADE FAIR EVENTS** 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 **Corporate Operating Budget for 2022** in the amount of **One Million Seven Hundred Forty Thousand Pesos (PhP 1,740,000.00)**.

2.2. The source of funding is GOCC , the Corporate Operating Budget.

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. ***The Procuring Entity has prescribed that Subcontracting is not allowed.***
- 7.2. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.3. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time **via Microsoft Teams or Zoom** 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 **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 **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 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 **120 calendar days upon opening of bids**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. 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**.

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.

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case 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

- 20.1. 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. PROCUREMENT OF ANNUAL JANITORIAL SERVICES b. completed within three (3) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting not allowed.
12	<i>Not Applicable</i>
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 PhP 30,800.00 , 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 87,000.00 if bid security is in Surety Bond. Unnotarized Bid Securing Declaration is accepted during a State of Calamity, or implementation of community quarantine or similar restrictions declared or being implemented either in the locality of the PE or of the Bidder subject to compliance therewith after award of contract but before payment.
19.3	The Project is bid as Single Lot.
20.1	Bidder is required to submit copy of valid DOLE Certificate of Registration. <i>(Labor Code of the Philippines as implemented by DOLE Department Orders 174, s. 2017 and 18-A, s.2011).</i>
21.1	<i>No additional Requirement</i>

Section IV. General Conditions of Contract

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

- 6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

Section V. Special Conditions of Contract

GCC Clause	
1	<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>The delivery terms applicable to the Contract are DDP delivered at CITEM, Golden Shell Pavilion, Roxas Boulevard, Pasay City in accordance with INCOTERMS.</p> <p>The delivery terms applicable to this Contract are delivered at CITEM, Golden Shell Pavilion, Roxas Boulevard, Pasay 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.”</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 Mr. Reynaldo Gonzales OIC-DC, 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 and spare part/s 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.

	<p>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.</p> <p>Spare Parts –</p>
	<p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p>
	<p>1. 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</p>
	<p>2. in the event of termination of production of the spare parts:</p>
	<p>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</p>
	<p>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
	<p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the costs thereof are included in the contract price.</p>
	<p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of the warranty period.</p>
	<p>Spare parts or components shall be supplied as promptly as possible, but in any case, within 1 week of placing the order.</p>
	<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</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	Payments are governed by the government auditing and accounting rules.
4	<p>The inspections and tests that will be conducted are:</p> <p>Inspection and evaluation of janitorial services shall be conducted regularly.</p>

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.

Description	Quantity	Delivery Period
PROCUREMENT OF ANNUAL JANITORIAL SERVICES FOR CITEM OFFICE AND ITS TRADE FAIR EVENTS (Please see Section VII-Technical Specification)	6 Janitorial Personnel	30 days upon receipt of Notice to Proceed (NTP)

Days of Work per week	Male	Female	Total
6	3	3	6

List of Janitorial Supplies for CY 2022

Item No.	Item	Quantity Per Year	Delivery Date
1.	DISINFECTANT/BLEACHING SOLUTION	80 gal	Monthly or TBA
2.	TOILET BOWL/CLEANER	24 gal	=do=
3.	MOP HEAD COTTON	12 pc	=do=
4	POLISHING PAD	6 pc	=do=
5	TRASH BAG XXL	2400 pc	=do=
6	METAL POLISH LIQUID	6 can	=do=
7	PLASTIC PAIL MEDIUM	6 pc	=do=
8	DUST PAN PLASTIC	6 pc	=do=
9	PLASTIC DIPPER WITH HANDLE	6 pc	=do=
10	HAND SOAP LIQUID gallon	12 pc	=do=
11	DETERGENT SOAP kilo	60 pk	=do=
12	FOAM SPONGE	80 pc	=do=
13	AIR FRESHNER spray	6 can	=do=
14	DEODORANT CAKE	300 pc	=do=
15	FLANNEL/PRANELA CLOTH 10pc	12 packs	=do=
16	STOPA RAG	4 kilos	=do=
17	INSECT SPRAY KILLER 300-400g	12 can	=do=
18	BROOM STICK	12 pc	=do=
19	STICK BROOM	36 pc	=do=
20	DISHWASHING PASTE 350g	80	=do=
21	RUBBING ALCOHOL gal	24	=do=
22	FURNITURE SPRAY POLISH 300ml	12	=do=
23	SHINE UP FURNITURE CLEANER gal	12	=do=

I hereby commit to comply and deliver all the above requirement in accordance with the above stated schedule.

Name of Company/Bidder
Date

(Signature Over Printed Name)
Bidder/Authorized Representative

Section VII. Technical Specifications

[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.]

Item	Specification	Statement of Compliance
	PROCUREMENT OF ANNUAL JANITORIAL SERVICES FOR CITEM OFFICE AND ITS TRADE FAIR EVENTS	
	1.1 The general scope of work is to maintain sanitation and cleanliness at the Center for International Trade Expositions and Missions (CITEM) including its facilities and grounds, in accordance with its requirements.	
	1.2 The contractor shall provide the following Janitorial Services at CITEM and its facilities:	
	<p>1.2.1 Daily Routine Operations (Mondays to Fridays):</p> <ul style="list-style-type: none"> a. Sweeping, mopping, scrubbing and polishing all floors; b. Cleaning and dusting all the inside or interior walls and ceiling including doors window ledges partitions. Sidings. Furniture and fixture; c. Cleaning and sanitizing toilet and washroom, fixtures which include the use of specials disinfectant agents in wash basins, urinals and toilets bowl. Refilling and cleaning liquid; soap dispensers, placement of deodorant cakes in the urinals and toiler bowls. d. Spraying with deodorant or air freshener lobbies, hallway and toilets; d. Spraying with deodorant or air freshener lobbies, hallway and toilets; e. Dusting and cleaning of office equipment surfaces, cabinets and furniture; f. Sweeping and polishing stairways, corridors, elevators railings and other wall fixtures ; g. Maintaining cleanliness and neatness of all rooms including the vacuuming of all carpeted areas; h. Maintaining cleanliness of all internal portions of the building not mentioned in the above items but will add to the neat appearance of the whole area; i. Cleaning dusting and maintaining neatness of doormats installed at entrances of the lobby and other common areas with installed doormats; j. Cleaning waste baskets , plant boxes and pots; k. Collecting, segregating and disposing trash, rubbish and garbage from confines of the building to garbage areas provided for the purpose twice a day; l. Submitting a report on all untoward incidents related to cleanliness, orderliness and sanitation; m. Reporting all defective plumbing fixtures such as lavatory faucets, water closets, urinals, flushers, fire hydrant, electrical lights etc; 	

	n. Reporting immediately any lost items found suspicious bags and packages left by visitors / employees in toilet and in other common areas in the building	
	<p>1.2.2 Weekly Routine Operations (Saturdays)</p> <p>a. Stripping, waxing and polishing of all floors, including cleaning of baseboards;</p> <p>b. General cleaning / disinfecting comfort rooms and wash rooms;</p> <p>c. Washing of glass widows, venetians blinds and dirty ceiling ;</p> <p>d. Cleaning of roofs or deck roofs and removal of debris thereat;</p> <p>e. Vacuum cleaning of carpeted floors;</p> <p>f. General cleaning of all offices and its furniture, including tables, computers, racks and vacuuming of dust records file;</p>	
	<p>1.2.3 Monthly Routine Operations</p> <p>a. Meeting with the services provider supervisors on cleanliness, orderliness and sanitation;</p> <p>b. Thorough general cleaning of all areas</p> <p>c. Thorough general cleaning sanitizing and disinfecting of all washrooms and toilets;</p> <p>d. Generals cleaning of parking areas ;and</p> <p>e. Cleaning of all outside glass windows of the building.</p>	
	<p>1.2.5 Other Required Activities:</p> <p>a. Assist in the physical arrangement of the lobby, conference rooms and such other areas as may be required by CITEM;</p> <p>b. Assist in the internal transport of bulky records and office supplies, furniture and equipment within the building premises.</p> <p>c. Assist of hauling of exhibit props and materials during trade events and special activities to and from exhibition venues.</p> <p>d. Washing of dishes for official meetings and functions</p>	
	1.3. Garden Maintenance	
	<p>1.3.1 Properly maintain all landscaped areas, lawns, and all flower boxes inside and outside the building, including plant boxes.</p> <p>1.3.2 Preserve trees and foliage in thriving condition by watering, cultivating, pruning, spraying, fertilizing, etc. Keep all shrub areas free from weeds by cultivating or hand digging as necessary.</p> <p>1.3.3 Maintain the grass by watering, weeding, mowing, trimming, replanting and other necessary activities. Mowing will be done in such a manner that no depth nuts are made in the lawn grades. All depressions in the finish grade off all lawn areas will be filled to conform to the adjacent grade and sod following the same direction.</p> <p>a. Apply commercial fertilizer (to be provided by Procuring Entity) monthly or as frequently as necessary.</p> <p>b. Replace immediately unhealthy tree/plants (to be provided by Procuring Entity) with the same species and size.</p> <p>c. Clean daily the premises and its immediate surroundings.</p> <p>d. All tools, materials, equipment, etc. should be kept after use and all rubbish garbage will be placed in the garbage bins.</p> <p>e. The site should always be in a well-maintained condition.</p>	
	1.4. Cleaning services as needed:	

	<ul style="list-style-type: none"> a. Clean, dust offices ,storage room including toilet and washrooms, furniture and fixtures, interior walls and panel windows: b. sweep and polish floors: c. remove cobwebs: d. collection of garbage: e. Vacuuming of records: f. Strip and scrub ,wax and polish floors: g. Wash walls and panel windows: h. Generals cleaning and Disinfecting of toilets and washrooms: 	
	1.5 Hauling	
	<ul style="list-style-type: none"> a. Assist in the physical arrangement as may be required by the CITEM. b. Assist in the transport of bulky records office supplies, furniture and equipment within and outside of the CITEM's premises: 	
	1.5 Standard of cleanliness and Sanitation	
	<p>General Office Rooms:</p> <ul style="list-style-type: none"> a. Floor –Well-polished but not slippery; shiny showing evidence of having been stripped and waxed; dust free and no liter. b. Furniture/Equipment –Vacuumed furniture; wiped tables and cabinet tops properly aligned tables. c. Corridors,hallways,lobbies,stairways,walls,handrails counters,ceiling,windows glass and panes,grils and employees' canteens (except kitchen areas of the concessionaires) d. Well-polished floors, dust –free, no chewing gum smudges, no liter no cigarette butts, no cobwebs on ceiling, no stains on wall shiny window glass, will-cleaned window panes, emptied cans. 	
	<p>Comfort Room and toilet Fixtures</p> <ul style="list-style-type: none"> a. Floor-Well polished but not slippery; shiny showing evidence of having been stripped and waxed; dust free and no liter. b. Wall, floors Petitions-Well Scrubbed, free from grime, dirt stains and yellowish substances. c. Toilets bowls/Water Closets- Well – scrubbed,odor free d. Mirrors and Fixtures- No water stains/residues. 	
	<p>Parking; Litter free, no cigarette butts, candy wrappers, dried leaves etc</p>	
	<p>Janitorial supplies & Cleaning materials for garden maintenance</p> <ul style="list-style-type: none"> 1. The Contractor shall provide at its own expense ,all supplies, materials heavy duty tools, and equipment necessary ,appropriate and incidental to the performance of the job .(Refer to list of Supplies & Materials ,Tools & Equipment) 2 The maintenance, repair, and replacement of tools and equipment necessary and incidental to the performance of its obligations shall be for the account of the Contractor and must be repaired / replaced immediately. 	
	<ul style="list-style-type: none"> 3 Delivery of the required supplies and materials to be used for the succeeding month must be done within the last five (5) working days of the current month and shall be subject to inspection and acceptance by the Procuring Entity thru its Property Section. 	
	ASSIGNMENT AND QUALIFICATION for JANITORIAL PERSONNEL	
	<ul style="list-style-type: none"> 1.The contractor shall at all times provide the required number of well-trained janitors and allied services personnel. They shall be efficient, 	

	<p>dependable, honest, of good moral character, well-groomed and courteous.</p> <p>2.The contractor in coordination with CITEM shall require to conduct personnel selection and recruitment procedure for Janitorial Services.</p> <p>3 The personnel should have undergone drug tests, and must be free or negative from methamphetamine hydrochloride (shabu) and cannabis. Assigned personnel must pass the medical examinations. No apprenticeship shall be allowed.</p> <p>4. Upon the request of CITEM, the Contractor shall provide additional manpower in case of special projects and/or events chargeable against the account of CITEM projects. The billing of the occasionally manpower should be separated from the regular monthly billing.</p> <p>5. The Procuring Entity shall monitor the performance of all personnel on detail within the premises of the CITEM buildings and decide not only on any and all questions which may arise as to the quality and acceptability of the service rendered, but also on the capability, competence and readiness to perform their duties.</p> <p>6. The Contractor's Operations Managers shall visit CITEM every 5th working day of the month for coordination meeting with CITEM authorized representative/s.</p> <p>7. The Contractor shall provide uniforms to its Janitorial personnel assigned to CITEM. The type, color and cut of uniform shall be subject to the approval by the Procuring Entity. The Contractor shall provide for each year of contract, at least one (1) set of prescribed uniform, free of charge to its personnel and without cost to CITEM. The Contractor shall require allied personnel, if any, to wear office attire applicable based on allied positions and responsibilities. Complete identification cards applicable for Janitorial services which shall be worn during working hours and at all times that these personnel are within the CITEM premises.</p> <p>8. CITEM shall be furnished a copy of the duly executed contract of all assigned employees.</p> <p>9. The Contractor shall assign in CITEM one working Supervisor who may be permanently assigned at CITEM to directly carry out business/transact with CITEM. The supervisor for Janitorial shall be at least high school graduate, competent and knowledgeable about his/her job; efficient, dependable, honest, of good moral character, well-groomed and courteous.</p> <p>10.CITEM reserves the right to demand the immediate replacement of any personnel employed by the Contractor who may be found wanting in competence, honesty, integrity or whose continued employment may be deemed prejudicial to the interest of CITEM.</p>	
	<p>SCHEDULE AND PROGRAM SERVICES:</p> <p>1. The Contractor shall require its Janitorial personnel to work six (6) days a week from Mondays to Saturdays, and during holidays and special events as needed.</p> <p>2. Each personnel shall be required to render a minimum of eight (8) hours of service daily.</p>	

	<p>3.The work shift, time schedule, number of reporting days per week, quantity and names of personnel shall be agreed upon between CITEM and Contractor.</p>	
	<p>WARRANTY.</p> <p>1. The Contractor shall have the necessary permit or license to operate and perform its undertakings and it's agrees and obligates itself to comply with all rules and regulations which are or maybe issued by government authorities. Failure to renew its license for whatever reasons shall constitute as a ground for the CITEM to terminate this Contract</p> <p>2. The Contractor shall warrant that it has the technical expertise, experience manpower complement, tools, and materials necessary to comply with its obligations under this Contract.</p> <p>3. Contractor warrants that it has not given or promised to give money or gifts to any official or employee of CITEM to secure this Contract. Any violation of this warranty or any provision contained herein shall be sufficient ground for the CITEM to revoke or cancel this Contract without the necessity of judicial intervention.</p>	
	<p>TERMS OF CONDITION</p> <p>The requirements shall be for a period of Three (3) years (Janitorial Services). However, contract will be on a one year basis which may be renewed yearly subject to evaluation of performance of the Contractor based on CITEM Performance Criteria. Likewise, notwithstanding any provisions to the contrary, the CITEM shall have the right, power and privilege to extend or terminate the services of the Contactor for a valid cause whatsoever without need of judicial action by giving thirty (30) calendar days prior Written Notice to that effect to the Contractor, which hereby agrees by the decision of CITEM.</p>	
	<p>CONTRACT PRICE:</p> <p>1. CITEM shall pay to the Contractor the amount described in the bid document which is made an integral part hereof.</p> <p>2. The Contract Price shall not be increased during the effectivity of this Contract unless in compliance with law or any applicable decree that is due to wage increase.</p> <p>3. The administrative cost specified in the submitted bid proposal shall remain constant during contract duration, including the yearly renewal thereof, in case of satisfactory performance, which means there shall be no increase in the said administrative cost even if a new wage order is effected during contract duration.</p> <p>4.The stipulated Contract Price shall be proportionately reduced in the event that the Contractor fails to provide and assign the required number of personnel specified herein.</p> <p>5. The reduction in Contract Fee for the period will be the wage/salary rate of absent personnel.</p>	
	<p>TERMS OF PAYMENT</p> <p>1 Payment shall be made on a monthly basis.</p> <p>2 The reduction in Contract Fee for the period will be the wage/salary rate of absent/tardy personnel.</p> <p>3. Prior to release of the monthly payment, the Contractor shall submit the following documents:</p>	

	<p>a. An affidavit that the salaries and allowances of its personnel in CITEM for that period being collected had been paid in accordance with all existing labor laws.</p> <p>b. A copy of the Official Receipt and certified true copy of representing payment for the monthly/quarterly for premium payments and loan remittances of SSS, Pag-ibig, Philhealth.</p> <p>c. A copy of Payroll and individual Pay-slips duly signed by its Janitorial personnel.</p> <p>d. The monthly billing shall be submitted to CITEM every first working week of the following month.</p> <p>e. All payments shall be subject to existing accounting and auditing rules and regulations.</p> <p>4. The Contractor must have an existing ATM-based payroll remittance system to be provided to its janitorial personnel to be assigned at CITEM.</p>	
	<p>EMPLOYEE-EMPLOYER RELATIONSHIP</p> <p>1. It is expressly understood and acknowledged that this Contract shall not in any way be construed as creating/establishing an employer-employee relationship between the Contractor and CITEM and personnel assigned by the Contractor in this project.</p> <p>2. CITEM shall not in any way be held liable and/or responsibility for any personnel assigned in this project contracted for, except for such injury, death or damage cause by willful act, negligence or fault, of CITEM, its officers or employees in which case, he/she/they will be directly and personally be liable and/or accountable therefore. Further, the Contractor shall be solely liable or responsible for the enforcement of and compliance with all existing laws and rules particularly with respect to the Labor Code of the Philippines and all other labor and social laws. However, any prima facie evidence of violation of Wage and other Labor Law shall be grounds for termination of the contract by the Procuring Entity.</p> <p>3. The Procuring Entity reserves the right for the retention/absorption of its existing personnel for Janitorial Services.</p> <p>4. The Procuring Entity reserves the right to add and reduce number of Janitorial personnel.</p>	
	<p>ATTORNEYS FEES/LIQUIDATED DAMAGES:</p> <p>In the event that the Contractor fails to perform conditions its obligation within the agreed period as specified in the terms and of this Contract, and CITEM shall, without prejudice to its other remedies under this Contract and other applicable laws, deduct from the Contract Price, as liquidated damages, a sum equivalent to one-tenth of one percent (0.01%) of the cost of unperformed portion of the contract per day of delay but not to exceed ten percent (10%) of the total contract price. It is understood that the damages herein provided are fixed and that CITEM shall not be required to produced proof thereof.</p>	
	<p>MISCELLANEOUS PROVISION</p> <p>1 CITEM shall monitor the performance of the Contractor and decide on all questions which may arise on the quality of the service rendered, the capability, competence and readiness of the Contractor to perform its duties.</p> <p>2 The Contractor shall at all times, be directly responsible for the acts of conduct of the personnel under its employ, for their salaries or wages or</p>	

	<p>compensation and other benefits provided for under existing and applicable labor laws.</p> <p>3 Non-compliance with the minimum wage and other labor and social legislation shall be ground for termination of the agreement.</p> <p>4 Any damage to the systems facilities and equipment of CITEM due to theft/pilferage or damage due to negligence directly or indirectly caused by the Contractor or its personnel shall be immediately repaired / restore / replaced by the Contractor for its account.</p> <p>5 The Contractor shall indemnify CITEM and its personnel and other persons who might suffer physical injuries, loss or any other form of damages as a result of the Contractor's negligence or violation of this Contract.</p> <p>6 It is understood that failure/delay of CITEM to demand strict compliance with any and all of the terms of the Contract shall not be considered as waiver of the enforcement of its rights in connection therewith.</p> <p>7 The Contractor agrees and obligates to finally and unconditionally abide the decision of CITEM on the interpretation or construction of any term, condition or stipulation contained in this Contract, including its implementation.</p> <p>8 The Contractor agrees and obligates to hold CITEM free and harmless from any and all actions, suits, damages and claims which may be brought or instituted by any party whomsoever by reasons of this Contract and/or its implementation, the non-observance or non-performance by the Contractor of its obligation under any rule, regulation, ordinance or law, or any of the covenants herein stipulated.</p> <p>9 The Contractor shall not assign or sub-contract the service or any portion thereof covered by the Contract without the written approval by CITEM</p> <p>10 The contractor and its personnel shall at all times comply with all the safety and security regulations of CITEM.</p> <p>11 The Contractor shall not during the term of this Contract disclose to any third party any information as to the state of affairs or business of CITEM which has come to the knowledge of Contractor by reasons of this Contract.</p> <p>12 Any action between CITEM and the Contractor in connection with or relating to the Contract shall be brought to the proper courts in the City of Pasay, Philippines.</p> <p>13. The Bid Documents shall form part of this Contract.</p>	
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I hereby certify that the statement of compliance to the foregoing Technical Specifications are true and correct, otherwise, if found to be false either during bid evaluation or post-qualification, the same shall result to automatic disqualification of our bid.

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

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

- (f) 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**
- (g) 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**
- (h) 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**
- (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (j) 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

- (k) 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**
- (l) 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

- (m) 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)

- (n) *[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.
- (o) 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).

PRICE SCHEDULE for ANNUAL JANITORIAL SERVICES

Name of Bidder _____

	CITEM
A. Amount Due to Janitor	
Days Worked	6
Number of Days in a Year	314
COLA	-
Minimum Daily Wage	537
Average Pay Per Month (P537x314)/12	14,051.50
13th Month Pay (Ave.Pay per Month/12)	1,170.96
Vacation/Sick Leave Benefits (P537x5)/12	223.75
COLA	-
Subtotal Amount to Janitor	15,446.21
B. Amount due to Govt	
SSS Premium	1,190.00
Philhealth Contribution	210.77
ECC	10.00
Pag-Ibig Fund	100.00
Subtotal Amount Due to Govt	1,510.77
C. Total Amount Due to Employee and Govt (A+B)	16,956.98
D. Administrative Overhead and Margin Percentage	
E. Administrative Amount Cost (Cx D)	
F. Total Amount Due per Month (C+E)	
G. Value Added Tax	12%
H. Value added Tax Amount (FxG)	
I. Total amount due per Month per employee(F+H)	
J. Total No. of Janitors	6
K. Total Amount Due per Month (IxJ)	
L. Total Monthly Cost of Supplies/Equipment	
M. Total Contract Cost per Month (K +L)	
N. Total Contract Cost for Twelve (12) Months (Mx7)	

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

PRICE SCHEDULE for Supplies Requirement for One Year:

PARTICULARS	QUATITY	UNIT PPRICE	AMOUNT
DISINFECTANT/BLEACHING SOLUTION	80 gal		
TOILET BOWL/CLEANER	24 gal		
MOP HEAD COTTON	12 pc		
POLISHING PAD	6 pc		
TRASH BAG XXL	2400 pc		
METAL POLISH LIQUID	6 can		
PLASTIC PAIL MEDIUM	6 pc		
DUST PAN PLASTIC	6 pc		
PLASTIC DIPPER WITH HANDLE	6 pc		
HAND SOAP LIQUID gallon	12 pc		
DETERGENT SOAP kilo	60 pk		
FOAM SPONGE	80 pc		
AIR FRESHNER spray	6 can		
DEODORANT CAKE	300 pc		
FLANNEL/PRANELA CLOTH yard	70 yrd		
STOPA RAG	30 kilos		
INSECT SPRAY KILLER water based 400-500g	12 can		
BROOM STICK	12 pc		
WHISK BROOM Tambo	36 pc		
DISHWASHING PASTE 350g	80		
RUBBING ALCOHOL gal 70%	24		
FURNITURE SPRAY POLISH 300ml	12		
SHINE UP FURNITURE CLEANER gal	12		
TOTAL COST OF SUPPLIES FOR 1 YEAR			
TOTAL COST OF SUPPLIES FOR 12 MONTHS			

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

CITEM PERFORMANCE CRITERIA FOR JANITORIAL SERVICES

1. Quality of Service Delivered	(40%)
a. Implementation of comprehensive general housekeeping program in the workplace and its perimeter including venues for special events	20%
b. Responsiveness to clients' needs and to complaints and/or incident reports.	10%
c. Availability of equipment, tools and supplies	5%
d. Courtesy and decorum	5%
2. Management and Suitability of Personnel	(25%)
a. Supervision and accountability	8%
b. Qualification of assigned personnel, trained and experienced	7%
c. Physical Appearance (uniforms and other paraphernalia)	5%
d. Change/replacement assigned personnel/provision of reliever	5%
3. Contract Administration and Management	(25%)
a. Assignment/provision of personnel as required	10%
b. Implementation of government regulations and compliance to other obligations per contract	8%
c. Compliance to labor laws and social insurance regulations	7%
4. Time Management	(5%)
a. Prioritized tasks which are important and urgent	3%
b. Tasks which are either important or urgent, but not both	1%
c. Tasks which are neither important nor urgent, but routine	1%
5. Provision of Regular Progress Reports	(5%)
a. Incident Report	2%
b. Monthly Deployment Report	2%
c. Other Reports that may be required by the Procuring Entity	1%

