

PHILIPPINE BIDDING DOCUMENTS

Procurement of Outsourced Service Provider for Janitorial Services Requirement of CIAP and CMDTF for C.Y. 2022

IB No. 2022-02-0001

**Government of the Republic of the Philippines
Construction Industry Authority of the Philippines**

February 2022

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



INVITATION TO BID FOR PROCUREMENT OUTSOURCED SERVICE PROVIDER FOR JANITORIAL SERVICES REQUIREMENT OF CIAP AND CMDTF FOR C.Y. 2022

1. The *Construction Industry Authority of the Philippines (CIAP)*, through the *F.Y. 2022 General Appropriations Act (GAA)* intends to apply the sum of *Three Million One Hundred Thirty-Three Thousand Five Hundred Fifty-Eight Pesos and 80/100 (PhP3,133,558.80)*, being the ABC to payments under the contract for *Procurement of Outsourced Service Provider for Janitorial Services Requirement of CIAP and CMDTF for C.Y. 2022* under *Invitation to Bid (IB) No. 2022-02-0001*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *CIAP* now invites bids for the above Procurement Project. Delivery of the Goods is required *upon receipt of Notice to Proceed until December 31, 2022*. Bidders should have completed, within *five (5) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from *CIAP* and inspect the Bidding Documents at the address given below during *office hours from 8:00AM to 5:00 PM (Monday to Friday)*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on *04 February 2022* from the given address and website below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of *Three Thousand One Hundred Thirty-Four Pesos (PhP3,134.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees, *which may be presented in person or through electronic means*.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the

Procuring Entity, provided that Bidders shall pay the nonrefundable fee for the Bidding Documents not later than the submission of their bids.

6. The **CIAP** will hold a Pre-Bid Conference on **12 February 2022, 1:30 PM** at the given address below and/or through video conferencing or webcasting via **Microsoft Teams**, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through **IB No. 2022-02-0001** on **24 February 2022, 12:00 NN** at 4th Floor Room 410, Executive Building Center 369 Sen. Gil J. Puyat Ave., cor. Makati Ave., Makati 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 **24 February 2022, 1:30 PM** at the given address below and/or via **Microsoft Teams**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **CIAP** 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:

THE SECRETARIAT

Bids and Awards Committee

CONSTRUCTION INDUSTRY AUTHORITY OF THE PHILIPPINES

4th Floor Room 410, Executive Building Center

369 Sen. Gil J. Puyat Ave., cor. Makati Ave., Makati City

Telephone No.: (02)8896-1829

e-mail: ciapbac@construction.gov.ph

12. You may visit the following websites:
For downloading of Bidding Documents: http://construction.gov.ph/invitation_to_bid/

03 February 2022

DORIS U. GACHO
Chairperson, CIAP Bids and Awards Committee



Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *CIAP* wishes to receive Bids for the *Procurement of Outsourced Service Provider for Janitorial Services Requirement of CIAP and CMDTF for C.Y. 2022*, with identification number *IB No. 2022-02-0001*.

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 2022* in the amount of *Three Million One Hundred Thirty-Three Thousand Five Hundred Fifty-Eight Pesos and 80/100 (PhP3,133,558.80)*.

2.2. The source of funding is *FY 2022 GAA*.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No. 9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address at **4th Floor Room 410, Executive Building Center 369 Sen. Gil J. Puyat Ave., cor. Makati Ave., Makati City** and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the

Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *five (5) years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);

- ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing 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 **one hundred twenty (120) calendar days** from the date of the 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.

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case 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 one Project having one lot 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, *{[Include if Framework Agreement will be used:]* or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, *}* the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. <i>Provision of Janitorial and Manpower Services</i> b. completed within <i>five (5) years</i> prior to the deadline for the submission and receipt of bids.
7.1	<i>Subcontracting is not allowed</i>
12	No further instructions
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than <i>Sixty-Two Thousand Six Hundred Eighty Pesos (PhP62,680.00)</i>, 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 <i>One Hundred Fifty-Six Thousand Seven Hundred Pesos (PhP156,700.00)</i> if bid security is in Surety Bond.
19.3	No further instructions.
20.2	Please see attached Terms of Reference (TOR).
21.2	Please see attached TOR.

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 *{[Include if Framework Agreement will be used:]* or Framework Agreement} specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>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 this Contract are delivered and rendered to the CIAP Offices in Makati and Cavite. 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 <i>the End-User of the Project</i>.</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: <i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and <ol style="list-style-type: none"> 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>

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

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

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period duration of the contract.

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

	<p>Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<i>Partial payment is not allowed</i>
4	Please refer to the attached Terms of Reference.

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.

***Please refer to Sections II and III, including the Annexes
of the attached Terms of Reference***

Section VII. Technical Specifications

TERMS OF REFERENCE

Procurement of Outsourced Service Provider for Janitorial Services Requirement of CIAP and CMDTF for C.Y. 2022

I. Background

Construction Industry Authority of the Philippines (CIAP) and its implementing Boards seek to enter into an outsourcing agreement with private manning agency (“Outsourced Service Provider”) for the supply and provision of Office Cleaning and Janitorial Services to its Makati Office and Cavite Training Facility, Construction Manpower Development Foundation Training Center (CMDFTC).

II. Scope of Services

The general scope of work for the janitorial services personnel is to provide high quality office cleaning service, maintain sanitation and cleanliness in all the building facilities (office space, conferences, common areas and elevators, etc.) and grounds of the CIAP Makati Office and CMDFTC, following proper shift requirement and other details that CIAP may deem necessary, and pursuant to the terms and conditions of the contract.

The Outsourced Service Provider shall, likewise, provide environmentally-friendly and high standard quality cleaning products/solutions, cleaning equipment and/or materials and cleaning supplies to CIAP.

The following lists the areas included in the scope of work:

CIAP Premises	Areas Included in the Scope of Services	No. of Personnel	Work Schedule
PCAB Office (5th Floor)	Total Area: 440.28 sqm including: 1 Conference Room 1 washroom/bathroom 1 reception area Office areas and workstations	1	Mon-Sat
CIAP Office (5th Floor)	Total Area: 474.00 sqm including: 1 Conference Room 1 washroom/bathroom 1 reception area 1 pantry	1	Mon-Sat
CIAP Office (4th Floor: Units 410 & 406)	Office areas and workstations Total Area: 194.26 sqm including: 1 pantry		

CIAP Premises	Areas Included in the Scope of Services	No. of Personnel	Work Schedule
	Office areas for twenty employees		
PODCB	Total Area: 159.01 sqm including: 1 pantry 1 wash room/ bath room 1 conference room Office areas and workstations	1	Mon-Sat
CIAC (2 nd Floor)	Total Area: 178.29 sqm including: 1 wash room/ bath room 2 conference rooms 1 library 1 pantry Office areas and workstations	1	Mon-Sat
CMDF	Total Area: 205 sqm including: 1 wash room/ bath room 1 pantry Office areas and workstations	1	Mon-Sat
CMDFTC	Dormitory 1 Dormitory 2 Administration Building Hallway of Work Shops Fields/Grounds Workshops Office areas and workstations	5	Mon-Sat
Total		10	

III. Duties and Responsibilities

A. Outsourced Service Provider

1. shall maintain a satisfactory level of performance throughout the term of the contract based on the following criteria:
 - a. Time Management
 - b. Quality of service delivered
 - c. Management and suitability of personnel
 - d. Contract administration and management
 - e. Submission of regular reports on the status of CIAP's premises in terms of janitorial services in accordance with the house keeping plan. Any defects in the CIAP premises must be reported to the CIAP so that necessary repairs can be done.

- f. Compliance with CIAP instructions, guidelines and policies.
2. Shall ensure compliance with relevant issuances of Department of Labor and Employment (DOLE), Social Security System (SSS), Pag-IBIG, Bureau of Internal Revenue (BIR), PhilHealth, and the Revised Implementing Rules and Regulations (RIRR) of the Republic Act (RA) No. 9184 otherwise known as the Government Procurement Reform Act.
3. Shall provide the CIAP with requested documents to verify the identity of the contractual employees to be assigned to CIAP.
4. Shall submit to CIAP – Administrative, Financial and Management Division (AFMD) – General Services Unit, within five (5) days of every month, a statement signed by the Outsourced Service Provider's duly authorized representative that it has paid all wages, salaries, compensation and other benefits of the employees assigned to CIAP for services rendered during the immediately preceding month, and that such payments are in accordance with the requirements of law. The CIAP shall in no case be liable for any interest penalty or for delayed payments of the remittances.
5. Shall, upon due coordination with the CIAP, have the exclusive and absolute right to suspend, lay-off, terminate and/or impose disciplinary measures.
6. Shall take necessary precaution and exercise due care and diligence in the performance of its undertaking so as not to cause injury, damage or loss to the persons and property and shall at all times save the CIAP from any claim for damage arising therefrom.
7. Shall comply with its obligation as employer imposed by the labor laws and other social legislations
8. Shall adhere to the basic reportorial requirements of CIAP such as, but not limited to semi-monthly or monthly statements of account (as deemed required for the processing of claims), accompanied by certified true copy of semi-monthly payroll including applicable deductions and photocopies of the breakdown and official receipts of personnel's mandatory contribution to SSS, PhilHealth and Pag-IBIG, as well as the withholding taxes to BIR.
9. Shall ensure that all its personnel shall follow the office rules and regulations of CIAP.
10. Shall prepare the weekly schedule of its cleaners eight (8) hours a day from Monday to Saturday.

11. Shall ensure the availability of a replacement/reliever cleaner in case of an unscheduled absence/leave of the same. Deployment of any fresh staff in replacement should be only with the prior permission of the CIAP. The CIAP Management, however, has the right to advise the Outsourced Service Provider to replace any of the personnel engaged by him who are found unsuitable; the Outsourced Service Provider shall immediately replace such personnel.
12. Shall provide at least two (2) official and standard sets of uniform, at their own expense, and require all cleaners to wear the prescribed uniform at all times while on duty, with proper and official identification cards that shall be worn at all times.
13. Shall pay the overtime services rendered by the personnel so long as an authority to render overtime services is properly accomplished by the personnel and approved by the CIAP authorized officer.
14. Shall provide, at its own expenses, all the janitorial supplies, materials, equipment and other paraphernalia used in carrying out the required janitorial services as listed in Annex "A". The delivery of the required supplies and materials must be delivered on the first week of every month, quarter, or semester and shall be subject for inspection and acceptance by CIAP.

B. Assigned Janitorial Services Personnel

Kindly refer to Annex "B"

C. Construction Industry Authority of the Philippines

The CIAP shall perform the following duties and responsibilities:

1. Refer applicants subject to the screening process of the service contractor.
2. Give direct instructions to the personnel assigned to CIAP and/or CMDTF during their term of duty; however, providing such direct instructions shall not relinquish the power of the Outsourced Service Provider as the employer of the said personnel.
3. May require change of personnel in case of individual work performance of respective support personnel concerned fall below project/work activity expectations.
4. Shall provide relevant documents needed by the Outsourced Service Provider to warrant the personnel's deployment, if necessary and as deemed appropriate and justifiable.

5. Shall pay the winning bidder in accordance with the conditions set forth in Section VIII of hereof.
6. The number of janitorial personnel indicated in the deployment schedule may be increased or decreased, at the sole discretion of the CIAP management.
7. Facilitate registration of deployed personnel to the building and CIAP and/or CMDTF access security systems, as necessary.

D. Other Miscellaneous Provisions are enumerated in Annex "C".

IV. Qualifications of Outsourced Service Provider / Contractor

The qualifications of Manpower Services Provider/Contractor are as follows:

1. Must be engaged in the business for at least five (5) years.
2. Must be a duly licensed and registered Service Contractor in accordance with Department of Labor and Employment (DOLE) Department Order No. 18-A, series of 2011, and other existing relevant regulations. The Service Contractor shall submit Compliance Certificate/Clearance from the DOLE and National Labor Relations Commission Certificate.
3. Must be duly registered with the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI), or Cooperative Development Authority (CDA).
4. Must be duly registered with the BIR.
5. Must be an active employer registered with the following agencies:
 - a. BIR
 - b. SSS
 - c. Pag-IBIG, and
 - d. PhilHealth
6. Must present a Certificate of Satisfactory Service from at least three (3) government agencies and private corporations, with whom the Service Contractor has a past or ongoing contract from the last five (5) years.
7. Liquidity of the Outsourced Service Provider (Contractor): Net Financial Contracting Capacity (NFCC) at least equal to ABC
8. Preferably based in or around Metro Manila.

The pertinent documents to support the above mentioned qualifications shall be submitted by the lowest/single calculated bidder during the post qualification.

V. Other Requirements

The following pertinent documents shall be submitted by the winning bidder/contractor within 15 calendar days from the date of the contract effectivity:

1. Proof of paid remittances from the following government agencies: SSS, PhilHealth, Pag-IBIG and BIR in the form of a certification issued by the said agencies within the last six (6) months from the date of notice to proceed.
2. Certificate of Registration from SSS, Pag-IBIG, PhilHealth, and BIR.
3. Curriculum Vitae of the personnel to be assigned to CIAP and/or CMDTF with the following information and supporting documents:
 - 3.1. Resume / Biodata with recent photo
 - 3.2. Diploma and other school credentials (e.g. Transcript of Records)
 - 3.3. Valid NBI Clearance
 - 3.4. Appropriate and relevant trainings / certifications
 - 3.5. Previous work experience with Certificate of Employment
 - 3.6. Medical/Health Certificate indicating that the personnel to be assigned is physically and mentally fit
 - 3.7. Neuro-Psychiatric and Drug Test results that passed the requirements government accredited office
4. Undertaking that the Outsourced Service Provider shall:
 - 4.1. pay their personnel the prescribed benefits pursuant to applicable laws, rules and regulations.
 - 4.2. completely and timely provide/deliver the required janitorial supplies, materials, equipment and other paraphernalia enumerated in Annex A.
 - 4.3. provide complete uniform and other paraphernalia for the deployed cleaners and their relievers
5. Comprehensive housekeeping plan for CIAP in accordance with the requirements stated in the Contract. The housekeeping plan, may include, among others, those operating procedures enumerated in Annex "D" The said plan, once formally approved by the CIAP Management, shall state/enumerate the specific methodology to execute the plan and shall be strictly observed and implemented by the Outsourced Service Provider.

VI. Approved Budget for the Contract

The Approved budget for the Contract (ABC) is **Three Million One Hundred Thirty-Three Thousand Five Hundred Fifty-Eight Pesos and 80/100 (PhP3,133,558.80)**, inclusive of the total personnel cost covering direct labor costs, and mandatory contributions due to concerned government agencies for the services rendered by the personnel deployed by the Service Provider, administrative costs and all applicable government taxes.

The ABC is also inclusive of the cost of overtime services, which shall not exceed ten percent (10%) of the total personnel cost, and shall be charged accordingly in a separate billing statement.

Costs for janitorial supplies, materials, equipment and other paraphernalia are also included in the ABC.

In case of wage increase, additional costs may be charged accordingly in a separate billing statement. Thus, wage increase is not included in the ABC.

VII. Duration of the Contract

The engagement with the Outsourced Service Provider shall be after the acceptance of the Notice to Award to 31 December 2022, and it may be subject to monthly extension on the succeeding year until a new service provider is outsourced.

VIII. Payment Scheme

The CIAP shall pay the Service Provider upon submission of the statement of account/billing statement with the corresponding Monthly Billing Rates stipulated in the Contract subject to existing government auditing and accounting rules and regulations, for and in consideration of the services rendered by the support personnel deployed by the winning service provider/contractor; and upon submission of its monthly personnel payment and affidavit or sworn certification that it has paid the salaries and benefits of its personnel for the period covered, per submitted payroll and remitted the corresponding premiums to Pag-IBIG, SSS, PhilHealth and ECC and payment of withheld compensation taxes to BIR.

IX. Liquidated Damages

If the contractor fails to deliver any or all of the goods and/or to perform the services within the period specified in this contract, the Procuring Entity shall, without prejudice to its other remedies under this contract and under the applicable law, deduct from the contract price as liquidated damages, the applicable rate of one-tenth (1/10) of one percent (1%) of the cost of unperformed portion of every day of delay. Pursuant to the Section 68 of the aforecited act. The maximum deduction shall be ten percent (10%) of the amount of the contract. Once the maximum is reached, the procuring entity reserves the right to rescind the contract, without prejudice to other courses of action and remedies open to it.

X. Mode of Procurement

The mode of procurement shall be through competitive bidding in accordance with the provision of Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184.

XI. Dispute Resolution

1. Should any dispute related to the TOR and/or rights of the parties arise, the same shall be submitted to mutual consultation, mediation and arbitration, in the order of application. The venue of the proceedings shall be in Makati City.
2. In case of a court suit, the venue shall be the courts of competent jurisdiction in Makati City, to the exclusion of all other courts; and
3. Any amendment or additional terms and conditions to the TOR must be in writing, signed and acknowledged by the Parties.

Prepared by:

(Original Copy Signed)
FARA JOICE G. HORNEDO
Administrative Officer V, AFMD

Reviewed by:

(Original Copy Signed)
RUFINO H. TIVIDAD
Chief Administrative Officer, AFMD

Approved by:

(Original Copy Signed)
DORIS U. GACHO
Executive Director-in-Charge, CIAP

CONFORME:
_____ Name and Signature of Outsourced Service Provider
_____ PhilGEPS Registration Number
_____ Tax Identification Number
_____ Date

Annex "A"
**JANITORIAL SUPPLIES, MATERIALS, EQUIPMENT AND OTHER
 PARAPHERNALIA**

A. Monthly:

No.	Items	Quantity
<i>Shall be delivered 1st week of every month:</i>		
1	All-Purpose Liquid (Green)	2 gallons
2	Bleaching liquid (Branded)	1 gallon
3	Toilet Bowl Cleaner	1 gallon
4	Liquid Hand Sanitizer (Blue / Clear)	2 gallons
5	Liquid Dishwashing Soap with Dispenser (Branded)	3 gallons
6	Carpet Shampoo	1 gallon
7	Fabric Conditioner (Branded)	1 gallon
8	Toilet Deodorizer (Albatross)	15 pieces
9	Air-freshener (Lemon)	1 gallon
10	Flannel Rags (Pranela - Color: Yellow, Blue, Pink)	3 yards
11	Sponge with scouring pad	8 pieces
12	Toilet Bowl Brush	3 pieces
13	Garbage Bags (XXL), Clear	200 pieces
14	Garbage Bags (Small), Clear	150 pieces
15	Plunger	3 pieces

B. Quarterly:

No.	Items	Quantity
<i>Shall be delivered 1st week of every quarter:</i>		
1	Buffing pad	6 pieces
2	Bowl brush/cleaner	3 pieces
5	Soft broom	5 pieces
7	Hand gloves	8 pieces
8	Polishing pad	8 pieces
9	Stripping pad	8 pieces
14	Mop Head	8 pieces

C. Semesterly:

No.	Items	Quantity
<i>Shall be delivered 1st week of every semester:</i>		
3	Bowl pump	3 pieces
4	Push brush	3 pieces
6	Broom stick	6 pieces
10	Plastic pail	4 pieces
11	Glass wiper / squeegee	5 pieces
12	Dustpan	3 pieces
15	Mop Handle	3 pieces

D.

No.	Items	Quantity
<i>Provision for use of equipment. Shall be delivered within fifteen (15) calendar days from Notice to Proceed:</i>		
1	Janitorial Cart	2 units
2	Electric Floor Polisher	1 unit
3	Extension Cord (at least 10 meters)	2 units
4	Mop Squeezer with Wringer	2 units
5	Vacuum Cleaner (Wet & Dry)	1 unit
6	Caution Sign (A-Type)	3 units
7	Ladder (A-type)	1 unit

Annex "B"
DUTIES AND RESPONSIBILITIES OF ASSIGNED JANITORIAL SERVICES PERSONNEL

Position	Cleaner
Education	At least High School graduate
Experience/ Competencies	Preferably with at least one (1) year of experience in one or a combination of cleaning service, janitorial, or maintenance service with monitoring function; no apprenticeship shall be allowed
Duties and Responsibilities	
<ol style="list-style-type: none"> 1. Shall protect CIAP Offices and its implementing Boards building facilities and personnel properties from damage or destruction in connection with janitorial activities including the illegal divulgence of confidential office records or documents by way of negligence, and/or unauthorized disposal of government records. 2. Shall strictly observe proper COVID 19 protocols and other health protocols as directed by authorized governing and regulatory bodies. 3. Shall collect and dispose garbage within the bounds of CIAP Rules and Regulations and in accordance with the City Garbage Collection and Segregation Scheme. 4. Shall submit report on all untoward incident related to cleanliness, orderliness and sanitation; 5. Shall report all defective plumbing structures such as lavatory faucets, water closets, urinals, flushers, fire hydrant, electric lights, etc.; and 6. Shall immediately report any lost items, found suspicious bags, and packages left by visitors/employees within the CIAP and CMDTF areas. <p>Specifically:</p> <ol style="list-style-type: none"> 7. Daily Routine Operations (Mondays to Fridays): <ol style="list-style-type: none"> a. Maintaining cleanliness in accordance with COVID-19 CIAP protocols; b. Sweeping, mopping of lobbies and hallways, scrubbing and polishing of all floors, office tables computer and partitions; c. Sanitizing transparent protective sheets on front liner areas. d. Cleaning and dusting all the inside or interior glasses, walls and ceiling including doors, window ledges partitions, sidings, decors, furniture and fixture; Cleaning and sanitizing toilets e. and washrooms, fixtures which include the use of disinfectant agents in wash basins, urinals and toilets bowl. Refilling and Cleaning liquid; soap dispensers, placement of deodorant cakes in the urinals and toilet bowls; f. Spraying with deodorant or air freshener lobbies, hallway and toilets; g. Monitoring and re-filling the sanitizer dispensers. h. Dusting and cleaning of office equipment surfaces, desk tops, partitions, counters, and other glass surfaces, cabinets and furniture; i. Monitor, maintain and re-fill sanitizer solutions on the footbaths. j. Sweeping and polishing stairways, corridors, elevators railings and other wall fixtures; k. Maintaining cleanliness and neatness of all rooms including the vacuuming of all carpeted areas; 	

- l. Frequent sanitizing of high touch areas like doors, knobs, switches, keyboards, faucets and other similar items.
 - m. Maintaining cleanliness of all internal partitions of the building not mentioned in the above items but will add to the neat appearance of the whole areas;
 - n. Cleaning, dusting and maintaining neatness of doormats installed at entrances of the lobby and other common areas with installed doormats;
 - o. Cleaning waste baskets, plant boxes and pots;
 - p. Collecting, segregating and disposing trash, rubbish and garbage from confines of the building to garbage areas provided for the purpose twice a day;
 - q. Submitting a report on all untoward incidents related to cleanliness, orderliness and sanitation;
 - r. Reporting all defective plumbing fixtures such as lavatory, faucets, water closets, urinals, flushers, fire hydrant, electrical lights, etc.;
 - s. Reporting immediately any lost items found suspicious bags and packages left by visitors/employees in toilet and in other common areas in the building.
 - t. Accomplish and submit daily personal checklist and peer checklist.
8. Weekly routine Operations (Saturdays):
- a. General cleaning, disinfecting and deodorizing of all comfort rooms and wash rooms;
 - b. Stripping, scrubbing, washing, waxing and polishing of all floors, including cleaning of baseboards;
 - c. Washing of glass windows, venetian blinds and dirty ceiling;
 - d. General cleaning of all offices including tables, computers, racks and vacuuming of dust records file;
 - e. Cleaning of roofs or deck roofs and removal of debris thereat, if applicable;
 - f. Vacuum cleaning of carpeted floors;
 - g. Washing and cleaning of all receptacles and waste baskets;
 - h. Dump washing and drying of all receptacles and waste baskets;
 - i. Polishing of all interior and exterior building signage;
9. Monthly Routine Operations:
- a. Meeting with the services provider supervisors on cleanliness, orderliness and sanitation;
 - b. General cleaning of parking areas and surroundings;
 - c. Thorough general cleaning of all areas;
 - d. Thorough general cleaning sanitizing and disinfecting of all washrooms and toilets;
 - e. Washing of woodworks, doors, partitions and walls of comfort rooms.
 - f. Prepare monthly consumption report and status report (Supervisor);
10. Semi-Annuals Routine Operations:
- a. Cleaning of all outside glass windows (as applicable) of the building;
 - b. Cleaning of all light diffusers, ventilation ducts and other overhead fixtures.
11. Other Required Activities:
- a. Assist in the internal transport of bulky records and office supplies, furniture and equipment within the building premises;
 - b. Assist in the physical arrangement of the lobby, conference rooms and such other areas as may be required by CIAP;
 - c. Assist of hauling of exhibit props and materials during trade events and special activities;
 - d. Washing of dishes for official meetings and functions, as may be needed by CIAP.

12. Carpet and Upholstered Furniture Cleaning:
 - a. General Cleaning: Shampooing of carpeted areas including upholstered office furniture, upholstered system partitions shall be done monthly or as the need arises with the use of suitable chemicals to rejuvenate/restore the fabric revive the color of the carpet and upholstery fabric;
 - b. Spot and Stain Removal. This shall be done whenever necessary to remove stains with due regard to fabric safety;
 - c. Vacuum Cleaning. This shall be done daily to minimize the abrasive action of gritty soil particles tracked in from the outside and to prevent dirt and grime from being embedded in the fabric;
 - d. Sponging. This shall be done once a week with the use of suitable chemicals to brighten the color of the soiled carpet (once a month for upholstered furniture or as the need arises) with the required supervision.

13. Garden Maintenance:
 - a. 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;
 - b. Maintain the grass by watering, weeding, mowing, trimming, replanting and other necessary activities. Mowing will be done in such a manner that no nuts are made in the lawn grades. All depressions in the finish grade off lawn areas will be filled to conform to the adjacent grade and sod following the same direction;
 - c. Weekly trim grass and other foliage or as often as necessary;
 - d. Properly maintain all landscaped areas, lawns, and all flower boxes inside and outside the building, including plant boxes;
 - e. Apply commercial fertilizer (to be provided by Procuring Entity), Replace immediately unhealthy tree/plants (to be provided by the Procuring Entity) with the same species and size;
 - f. Clean daily the premises and its immediate surroundings;
 - g. All tools, materials, equipment, etc. should be kept after use and all rubbish and garbage will be placed in the garbage bins;
 - h. The site should always be in a well-maintained condition.

14. Cleaning services as needed:
 - a. Clean, dust offices, storage room, furniture and fixtures, interior walls and panel windows;
 - b. Strip and scrub, wax and polish floors;
 - c. Vacuuming of records.
 - d. Wash walls and panel windows;

15. Hauling:
 - a. Assist in the transport of bulky records office supplies, furniture and equipment within and outside of the building premises;
 - b. Assist in the physical arrangement as may be required by CIAP.

16. General Office Rooms:
 - a. Corridors, hallways, lobbies, stairways, walls, handrails, ceiling, window glass and panes, grills and employees' canteens (except kitchen areas of the concessionaires);
 - b. Floor well-polished but no slippery; shiny showing evidence of having been stripped and waxed; dust free and no liter;
 - c. Furniture/equipment vacuumed furniture; wiped tables and cabinet top properly aligned tables;

- d. Well-polished floors, dust free, no chewing gum smudges, no litter, no cigarette butts, no cobwebs on ceiling, no stains on wall shiny window glass, well cleaned window panes, emptied cans;
17. Comfort Room and Toilet Fixtures:
- a. Wall floors and Partitions-Well Scrubbed, free from grime, dirt, stains and yellowish substances;
 - b. Floor well-polished but not slippery; shiny showing evidence of having been stripped and waxed; dust free and no litter;
 - c. Toilet bowls/water closets — well scrubbed & odor free;
 - d. Mirrors and fixtures — no water stains/residues.
18. Grounds and Parking:
- a. Dust and litter free;
 - b. No cigarette butts, candy wrappers, dried leaves, etc.
19. Roof decks;
- a. No accumulated dust and debris (as applicable)

Annex "C"

MISCELLANEOUS PROVISIONS

1. **Imposition of discipline among janitorial personnel.** The Outsourced Service Provider shall be at all times use all reasonable efforts to maintain discipline and good order among its personnel. The outsourced Service Provider shall be responsible for all acts done by the personnel engaged by it. Any act of indiscipline, misconduct, theft, pilferage on the part of any personnel engaged by the Outsourced Service Provider resulting in any loss to the CIAP, will be viewed seriously and the CIAP Management shall have the right to levy damages and even terminate the contract forthwith.
2. **Leniency is not waiver of rights.** It is understood that failure/delay of the CIAP 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 right in connection therewith.
3. **Compliance with CIAP rules.** The Outsourced Service Provider and its janitorial personnel shall at all times comply with all the safety and security regulations of the CIAP.
4. **Confidentiality rule.** The Outsourced Service Provider shall not during the term of this contract disclose to any third party any information as to the state of affairs or business of the CIAP which has come to the knowledge of contrary by reasons of this contract.
5. **No subcontracting.** The Outsourced Service Provider shall not assign or sub-contract the service or any portion thereof covered by the contract without the written approval by the CIAP.
6. **Non-liability of CIAP for non-performance by service provider.** The Outsourced Service Provider agrees and obligates to hold the CIAP 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 Outsourced Service Provider of its obligation under any rule, regulation, ordinance or law, or any of the covenants herein stipulated.
7. **CIAP is not the employer of the janitorial personnel.** No employee-employer relationship shall exist between CIAP and Outsourced Service Provider and the janitorial personnel to be deployed by Outsourced Service Provider in the CIAP bureaus/offices and implementing Boards.
8. **Mandatory ATM Payroll.** The Outsourced Service Provider shall endeavor to adopt ATM-based payroll remittance system to its personnel.
9. **Failure to comply with Labor Code.** The outsourced Service Provider shall comply with the provisions of the Labor Code and shall be solely responsible for liabilities arising out of non-compliance. Insurance and accident risks for the janitorial personnel shall be responsibility of Outsourced Service Provider. In the event that CIAP shall be liable arising from failure of the Outsourced Service Provider to act immediately on any of the above claims for which the Outsourced Service Provider is liable under law, the CIAP shall be entitled to deduct any and all amount that it may have been called upon to pay from monthly service fees due the Outsourced Service Provider.
10. **Failure to renew license.** Failure to renew its licenses for whatever reasons shall constitute s a ground for the CIAP management to terminate this contract.
11. **Compliance with labor laws and related laws.** Outsourced Service Provider shall be solely liable or responsible for the enforcement of and compliance with all-existing laws and rules under Labor Code of the Philippines and all other labor and social laws.
12. **Drug testing.** CIAP may opt to request random drug testing for the year.

- 13. Mandatory compliance with social legislation laws.** The Outsource Service provider shall satisfy CIAP showing adequate recorded proof that the minimum wages and SSS, PhilHealth and Pag-IBIG contribution are being paid to its Personnel. The Outsourced Service Provider shall submit the following documents.
- a. An affidavit that the salaries and allowances of its personnel in the CIAP for that, period being collected had been paid in accordance with all existing labor laws;
 - b. A copy of the Official Receipt and certified true copy of representing payment for the monthly/quarterly for premium payments and loan remittance of SSS, Pag-IBIG and PhilHealth.
 - c. A copy of Payroll and Payslips duly signed by its janitorial personnel.
 - d. The monthly billing shall be submitted to CIAP every first (1st) working day of the following month.
- 14. Liability for negligence of CIAP employees.** The CIAP shall not in any way held liable and/or responsible for any personnel assigned in this project contracted for except for such injury, death or damage cause by willful act, negligence or fault of CIAP officers or employees in which case, he/she/they will be directly and personally liable and/or accountable therefore.
- 15. No collusion with CIAP employees/officials.** The Outsourced Service Provider warrants that it has not given or promised to give money or gifts to any official or employee of the CIAP to secure this Contract. Any violation of this warranty or any provision contained therein shall be sufficient ground for the CIAP management to revoke or cancel this-contract without the necessity of judicial Intervention.
- 16. Medical and risk insurance.** The Outsourced Service provider shall provide full coverage of medical and risk insurance to the janitorial personnel to be assigned at CIAP.
- 17. Contract retailed emergency expense.** The outsourced Service Provider shall allocate a monthly revolving fund of P5,000.00 for a contract retailed emergency expense of the CIAP.
- 18. Administrative costs.** All administrative cost of bid for the three (3) years duration shall be fixed and shall not be adjusted during contract implementation, except the following:
- a. Increase in minimum daily wage pursuant to law or new wage order issued after date of bidding;
 - b. Increase in taxes;
 - c. If during the term of the contract, CIAP sees the need to add or reduce the number of janitorial personnel, the resulting cost of said addition or reduction, provided that the ABC for the relevant year not exceeded.

Annex "D"

OPERATING PROCEDURE AND HOUSEKEEPING PLAN

- 1. Supervisor.** A Supervisor at least high school graduate shall be posted for effective supervision and monitoring of the janitorial personnel's performance. He/She should be competent and knowledgeable about his/her job; efficient, dependable, honest of good moral character, well-groomed and courteous.
- 2. Supplies.** The Outsourced Service Provider shall continuously supply the janitorial personnel with cleaning equipment and supplies/solutions based on specifications. The said cleaning equipment and materials/solutions shall be used exclusively at CIAP for the duration of contract.
- 3. Monitoring.** The outsourced Service Provider's Operations Manager shall visit CIAP twice a month for a coordination meeting with the CIAP Management and its implementing Boards;
- 4. Detail and place of assignment.** The janitorial personnel shall operate on a daily routine operation and shall be designated to render the service according to details and place of assignments as approved by the CIAP management and as agreed upon in the contract.
- 5. Repair of cleaning tools.** The maintenance, repair and replacement of tools and equipment necessary and incidental to the performance of its obligation shall be for the account of the service provider.
- 6. Schedule of work.** The Outsourced Service Provider shall not allow any janitorial personnel to work more than eight (8) hours within a 24-hour period, except in cases of emergencies, fortuitous events, and natural calamities and upon prior written approval of the CIAP Management, thus no janitorial personnel schedule of duty shall overlap with that of another, otherwise, CIAP Management shall not be obliged to pay the Outsourced Service Provider for the overtime. The CIAP Management may give such reasonable instructions to the Outsourced Service Provider as he/she deems necessary and with approval of the highest ranking official available, which instructions the Outsourced Service Provider must comply with.
- 7. Right of CIAP to accept or reject deployed janitorial personnel.** The Outsourced Service Provider agrees that the CIAP management reserves the right to screen and to deny or accept the assignment of any janitorial personnel recommended by the Outsourced Service Provider to perform the service. CIAP Management shall have right to change or replace the janitorial personnel if their actions tend to prejudice the interest of CIAP whereby and decision arrived on the matter shall be final and binding. Failure on the part of the Outsourced Service provider to take appropriate action thereon within forty-eight (48) hours from receipt of form; advice from CIAP management shall be considered a cause for the termination of the contract.
- 8. Deployment of relievers pre-qualified by CIAP.** The Outsourced Service Provider shall provide relievers pre-qualified by the CIAP management, who meet the criteria in the of the Technical Specifications and whose services shall be made available

whenever the assigned janitorial personnel is/are absent or disposed. The reliever shall also render service wherever additional janitorial personnel are required by CIAP Management.

9. Liability for loss or damage to CIAP property. The Outsourced Service Provider shall be responsible for any loss or damage to any property of CIAP within its bureaus/offices and implementing Boards, occurring or taking place during the shifting period of the janitorial personnel, and made known in writing to the Outsourced Service Provider within forty-eight (48) hours from the time of discovery of the loss or damage, unless the CIAP management is able to prove in an Investigation conducted by representatives of the Outsourced Service Provider's janitorial personnel provided, however, that such loss or damage is not attributable to the Outsourced Service Provider. This stipulation does not apply in the following cases:

- a. If the loss or damage occurred in enclosed room or compartment to which the janitorial personnel has no access, except when doors/windows/locks/walls are broken to gain entry; and
- b. If the property was kept in storage and has not been properly turned over to the outsourced Service Provider.

10. Prohibition on automatic deductions for losses. CIAP Shall neither deduct its claim for losses and/or damages from the payments to be made to the Outsourced Service Provider or janitorial services nor withhold payment to the Outsourced Service Provider without prior notice except reason of non-compliance by the Outsourced Service Provider on the obligations provided.

11. Exceptions to liability on losses. Outsourced Service Provider shall not be liable for losses and/or damages due to:

Fortuitous events or force majeure beyond the control of the security guards to prevent despite exercise of due diligence; provided that the same reported to CIAP within 24 hours from occurrence thereof so that CIAP can verify the same. For this purpose, fortuitous events or force majeure shall mean any of the following:

1. Acts of war or the public enemy whether war be declared or not;
2. Public disorders, insurrection, rebellion, sabotage or violent demonstration;
3. Fires, earthquakes, volcanic eruption or other destructive natural calamities;
4. Any other event, which under Philippine law is defined as force majeure and/or fortuitous event.

***Section VIII. Checklist of Technical and
Financial Documents***

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

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

Financial Documents

- (j) The Supplier’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (k) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC);

or

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

Class "B" Documents

- (l) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

or

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

- (m) *[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.
- (n) 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).

