

# **PHILIPPINE BIDDING DOCUMENTS**

## **Procurement of Outsourced Service Provider for Janitorial Services Requirement of CIAP and CMDFTC for C.Y. 2023**

**IB No. 2022-12-0091 (EPA)**

**Government of the Republic of the Philippines  
CONSTRUCTION INDUSTRY AUTHORITY OF THE PHILIPPINES**

**Sixth Edition  
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# Preface

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

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

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

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

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

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

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# ***Glossary of Acronyms, Terms, and Abbreviations***

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

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

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

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

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

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

## ***Section I. Invitation to Bid***



## INVITATION TO BID FOR PROCUREMENT OF OUTSOURCED SERVICE PROVIDER FOR JANITORIAL SERVICES REQUIREMENT OF CIAP AND CMDF-TC FOR C.Y. 2023

1. The *Construction Industry Authority of the Philippines (CIAP)*, through the *CMDF Revolving Funds* and *FY 2023 National Expenditure Program (NEP)* intends to apply the sum of *Three Million Five Hundred Forty-One Thousand Five Hundred Ninety-Two and 76/100 (PhP3,541,592.76)*, being the ABC to payments under the contract for *Procurement of Outsourced Service Provider for Janitorial Services Requirement of CIAP and CMDF-TC for C.Y. 2023* under *Invitation to Bid (IB) No. 2022-12-0091 (EPA)*. 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. Commencement of delivery of services is required **immediately after the issuance of Notice to Proceed until December 31, 2023**. Bidders should have completed 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, otherwise known as the “Government Reform Act”.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to the 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. Interested Bidders may obtain further information from *CIAP* and inspect the Bidding Documents at the address given below during *office hours from 8:00 AM to 5:00 PM (Monday to Friday)*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **22 December 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 Five Hundred Pesos (PhP3,500.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees, **which may be presented in person or submission through e-mail**

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 **04 January 2023, 2:00 PM** 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. 2022-12-0091 (EPA)** on **16 January 2023, 11:00 AM** at 4<sup>th</sup> 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 **16 January 2023, 2:00 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**

*4<sup>th</sup> Floor Room 410, Executive Building Center*

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

*Telephone No.: (02)8896-1829 / (63)917-855-7198*

*e-mail: bac\_ciap@construction.gov.ph*

12. You may visit the following website:  
For downloading of Bidding Documents: [http://construction.gov.ph/invitation\\_to\\_bid/](http://construction.gov.ph/invitation_to_bid/)

**22 December 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 CMDF-TC for C.Y. 2023*** with identification number ***IB No. 2022-12-0091 (EPA)***.

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 2023* in the amount of ***Three Million Five Hundred Forty-One Thousand Five Hundred Ninety-Two and 76/100 (Php3,541,592.76),.***

2.2. The source of funding is ***2023 National Expenditure Program.***

## 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 **4<sup>th</sup> 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.

- a. Payment of the contract price shall be made in *Philippine Pesos*.

### 14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until *one hundred twenty (120) calendar days*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### 15. Sealing and Marking of Bids

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

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

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

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

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

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

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

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

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

## **18. Domestic Preference**

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

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

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case 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 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, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

## **21. Signing of the Contract**

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

### ***Section III. Bid Data Sheet***

# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. <i>Provision of Janitorial Services and Supply of Cleaning Materials and Equipment to private offices or public agencies</i></li> <li>b. completed within <i>five (5) years</i> prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	<i>Subcontracting is not allowed</i>
12	No further instructions
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than <i>Seventy Thousand Eight Hundred Thirty-One and 86/100 Pesos (₱70,831.86)</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <i>One Hundred Seventy-Seven Thousand Seventy-Nine and 64/100 Pesos (₱177,079.64)</i> if bid security is in Surety Bond.</li> </ul>
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 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><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>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 – Administrative, Financial and Management Division</i>.</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>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.</li> <li>f. all other requirements stipulated in the attached Terms of Reference.</li> </ol> <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><b>Spare Parts –</b></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> <ul style="list-style-type: none"> <li>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</li> <li>b. in the event of termination of production of the spare parts: <ul style="list-style-type: none"> <li>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</li> <li>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul> </li> </ul> <p>The spare parts and other components required are listed in <b>Section VI (Schedule of Requirements)</b> and the cost 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 duration of the contract.</p>
	<p><b>Packaging –</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier</p>

Contract Description

Final Destination

Gross weight

Any special lifting instructions

Any special handling instructions

Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

**Transportation –**

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.

**Intellectual Property Rights –**

The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

2.2	The terms of payment shall be as specified in the TOR.
4	Please refer to the attached TOR.

## ***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 the requirements of the Terms of References, including its Annexes***

## ***Section VII. Technical Specifications***

# Technical Specifications

*Bidders must state either “Comply” or “Not Comply” against each of the individual parameters of each Specification (or state/write/encode beside each paragraph of each section of the TOR and sign in on the conforme page of the TOR) 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.*

## TERMS OF REFERENCE

### Procurement of Outsourced Service Provider for Janitorial Services Requirement of CIAP and CMDF-TC for C.Y. 2023

#### 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 the 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
PCAB Office (5th Floor)	Total Area: 548.96 sqm including: 1 Conference Room 1 washroom/bathroom 1 reception area Office areas and workstations	1
CIAP Office (5th Floor)	Total Area: 500.01 sqm including: 1 Conference Room 1 washroom/bathroom 1 reception area 1 pantry 1 Conference Room Office areas and workstations	Shared

CIAP Premises	Areas Included in the Scope of Services	No. of Personnel
CIAP Office (4th Floor)	Total Area: 261.62 sqm including: 1 pantry Office areas for twenty employees	1
PODCB	Total Area: 226.37 sqm including: 1 pantry 1 wash room/ bath room 1 conference room Office areas and workstations Common areas	1
CMDF	Total Area: 272.36 sqm including: 1 wash room/ bath room 1 pantry Office areas and workstations Common areas	1
CIAC	Total Area: 245.65 sqm including: 1 wash room/ bath room 2 conference rooms 1 library 1 pantry Office areas for Eleven employees Common areas	1
CMDFTC	Dormitory 1 Dormitory 2 Administration Building Hallway of Work Shops Fields/Grounds Workshops Office areas and workstations Common areas	5
Total		10

### III. Duties and Responsibilities

#### A. Outsourced Service Provider shall:

1. 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 CIAP so that necessary repairs can be done; and
  - f. Compliance with CIAP instructions, guidelines and policies.



2. 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. Provide CIAP with requested documents to verify the identity of the contractual employees to be assigned to CIAP;
4. Submit to CIAP – Administrative, Financial and Management Division (AFMD) – General Services Section, within fifth (5th) day 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. CIAP shall in no case be liable for any interest penalty or for delayed payments of the remittances;
5. Upon due coordination with CIAP, have the exclusive and absolute right to suspend, lay-off, terminate and/or impose disciplinary measures;
6. 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 CIAP from any claim for damage arising therefrom.
7. Comply with its obligation as employer imposed by the labor laws and other social legislations.
8. 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. Ensure that all its personnel shall follow the office rules and regulations of CIAP.
10. Prepare the weekly schedule of its cleaners eight (8) hours a day from Monday to Saturday.
11. Ensure the availability of a replacement cleaner in case of an unscheduled absence/leave of a regular cleaner. Deployment of new staff in replacement of the absent regular cleaner should be only with the prior permission of 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. 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. 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. Provide, at its own expense, 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. The Outsourced Service Provider shall always ensure that all the tools and equipment as required in the Contract and in this Terms of Reference are available for use and there will be no delays in the provision of general cleaning, maintenance, and other related services.
15. Should there be a law and other social and labor legislation enacted after the execution of the contract mandating additional and/or increase in wages, allowances and other benefits to the Outsourced Service Provider's janitorial personnel resulting in the escalation of the rates of pay to Outsourced Service Provider's janitorial personnel, the Outsourced Service Provider and the CIAP will discuss and negotiate on the adjustment of the rate, provided that, such adjustment in the contract rate shall only cover the one "due to the Janitorial Personnel" and "due to the government". The corresponding incremental rate or agency fee for the Service Provider shall not be adjusted during the contract period.
16. In case of violation of any provisions of the contract between the CIAP and the Service Provider, the CIAP shall issue written notice to the Service Provider of the violation on the provisions of the Contract with the corresponding actions:
  - 1<sup>st</sup> offense: Verbal Warning thru head utility personnel
  - 2<sup>nd</sup> offense: Written warning
  - 3<sup>rd</sup> offense: Termination of Contract including liquidated damages in accordance to government rules and regulations.

*B. Assigned Janitorial Services Personnel*

Kindly refer to Annex "B"

### *C. Construction Industry Authority of the Philippines*

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 fifteen (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:
  - a. Resume / Biodata with recent photo
  - b. Diploma and other school credentials (e.g. Transcript of Records)
  - c. Valid NBI Clearance
  - d. Appropriate and relevant trainings / certifications
  - e. Previous work experience with Certificate of Employment
  - f. Medical/Health Certificate indicating that the personnel to be assigned is physically and mentally fit
  - g. Neuro-Psychiatric and Drug Test results that passed the requirements government accredited office

- h. Certificate of Agency Training on proper housekeeping, cleaning and use of janitorial equipment for each utility personnel to be deployed / existing utility personnel
- 4. Undertaking to pay their personnel the prescribed benefits pursuant to applicable laws, rules and regulations.
- 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 Five Hundred Forty-One Thousand Five Hundred Ninety-Two and 76/100 (PhP3,541,592.76)**, 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.

Part of the documents that the bidder should submit is the properly accomplished Price Schedule Form attached as Annex "E".

All bid prices for the duration of the contract shall be fixed and not be adjusted during the contract implementation, except for the following:

- a. Increase in minimum daily wage pursuant to law or new wage order issued after date of bidding;
- b. Increase in taxes and monthly contributions such as SSS, PhilHealth, Pag-IBIG and other agencies authorized by the Government of the Philippines; and
- c. If during the term of the contract the CIAP sees the need to add or reduce the number of janitorial services personnel, the resulting cost of the said addition or reduction, shall in no case exceed the ABC for the contract.

## **VII. Duration of the Contract**

The engagement with the Outsourced Service Provider shall immediately commence from the issuance of Notice of Award / Notice to Proceed until 31 December 2023. Monthly extension of the contract for the following year may be allowed until a new Outsourced Service Provider is engaged/contracted.

#### **VIII. Payment Scheme**

CIAP shall pay the Service Provider upon submission of the (1) 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; (2) certificate of the delivered janitorial supplies and materials as indicated in Annex A; and (3) 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:

Reviewed by:

**FARA JOICE G. HORNEDO**  
Administrative Officer V, AFMD

**RUFINO H. TIVIDAD**  
Chief Administrative Officer, AFMD

Approved by:

**DORIS U. GACHO**  
Executive Director-in-Charge, CIAP

<b>CONFORME:</b>	
Name and Signature of Authorized Representative of the Supplier	
Company Name	
PhilGEPS Registration Number	
Tax Identification Number	
Date	

**Annex “A”**  
**JANITORIAL SUPPLIES, MATERIALS, EQUIPMENT AND OTHER**  
**PHARAPERNALIA**

**A. Monthly:**

<i>Shall be delivered 1<sup>st</sup> week of every month</i>		
<b>No.</b>	<b>Items</b>	<b>Quantity</b>
1	All-Purpose Liquid (Green)	2 gallon
2	Bleaching liquid (Branded)	2 gallon
3	Toilet Bowl Cleaner	2 gallon
4	Liquid Hand Sanitizer (Blue / Clear)	2 gallon
5	Liquid Dishwashing Soap with Dispenser (Branded)	3 gallon
6	Carpet Shampoo	1 gallon
7	Fabric Conditioner (Branded)	1 gallon
8	Toilet Deodorizer (Albatross)	15 piece
9	Air-freshener (Lemon)	1 gallon
10	Flannel Rags (Pranela - Color: Yellow, Blue, Pink)	2 dozen
11	Sponge with scouring pad	8 piece
12	Toilet Bowl Brush	3 piece
13	Garbage Bags (XXL) (100 pcs per pack)	1 pack
14	Garbage Bags (Small), (100 pcs per pack)	1 pack
15	Detergent powder	5 kilo
16	Steel wool	1 box
17	Complete wax	2 gallon
18	Odorless floor wax (preferably star wax)	3 piece
19	Wax stripper (preferably Step-off)	2 gallon
20	Emulsion wax	3 gallon
21	Spray deodorizer (preferably pledge)	10 piece
22	Plunger	3 piece

**B. Quarterly:**

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

**C. Semestral:**

<i>Shall be delivered 1<sup>st</sup> week of every semester</i>		
<b>No.</b>	<b>Items</b>	<b>Quantity</b>
1	Bowl pump	3 pieces
2	Push brush	3 pieces
3	Broom stick	6 pieces



4	Plastic pail	4 pieces
5	Glass wiper / squeegee	5 pieces
6	Dustpan	3 pieces
7	Mop Handle	3 pieces

**D. Lease of Cleaning Equipment**

To be provided by the service contractor *within fifteen (15) calendar days from Notice to Proceed* but such tools shall remain under the ownership of the service contractor who shall be responsible for its maintenance and safekeeping.

<b>No.</b>	<b>Items</b>	<b>Quantity</b>
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

**Construction Manpower Development Foundation-Training Center  
Dasmariñas City, Cavite**

**Annex "A.1 "**  
**JANITORIAL SUPPLIES, MATERIALS, EQUIPMENT AND OTHER  
PHARAPERNALIA**

**A. Monthly:**

<i>Shall be delivered 1<sup>st</sup> week of every month</i>		
<b>No.</b>	<b>Items</b>	<b>Quantity</b>
1	All-Purpose Liquid Cleaner (Green)	2 gallons
2	Bleaching Liquid (Zonrox)	2 gallon
3	Toilet Bowl Cleaner	2 gallon
4	Liquid Hand Sanitizer (Blue / Clear)	2 gallons
5	Liquid Dishwashing Soap with Dispenser (Branded)	2 gallons
6	Toilet Deodorizer (Albatross)	12 pieces
7	Air-freshener (Lemon)	1 pieces
8	Flannel Rags (Pranela - Color: Yellow, Blue, Pink)	1 dozen
9	Sponge with scouring pad (scotchbrite)	12 pieces
10	Toilet Bowl Brush	3 pieces
11	Garbage Bags (XXL), Clear (100 pcs)	1 pack
12	Garbage Bags (Small), Black	1 pack
13	Plunger	2 pieces
14	Rubber Hand Gloves (scotch brite)	5 pairs
15	Soft Broom	6 pieces
16	Stripping pad	3 pieces
17	Polishing pad	3 pieces
18	Mop head	5 pieces
19	Stick Broom	12 pieces
20	Stick Broom with handle	6 pieces
21	Kitchen Tissue	3 rolls
22	Vinyl Tiles Wax - Traffic grade complete	4 gallons
23	Wax for Pebbles -Complete SCJ	4 gallons
24	Furnish Polish - Pledge Lemon 255g	5 cans
25	Red Wax -Traffic grade compete	2 gallons
26	Detergent Powder Soap	10 kilos
27	Insect Killer -Baygon 500 ml	6 cans
28	Disinfectant , Aerosol (Lysol)	1 gallons
29	Gasoline for grass cutter	5 liters

**B. Quarterly:**

<i>Shall be delivered 1<sup>st</sup> week of every quarter:</i>		
<b>No.</b>	<b>Items</b>	<b>Quantity</b>
1	Celling broom	2 pieces
2	Plastic pail	6 pieces
3	Plastic dipper w/ handle	6 pieces

4	Glass wiper / squeegee	4 pieces
5	Dustpan Plastic	3 pieces
6	Spray gun bottle 500 ml	4 pieces
7	Muriatic Acid Apollo 4 liters	4 gallons
8	Dustpan, metal plate (big)	3 pieces
9	Hands Cotton Gloves	12 pairs
10	Hand brush	5 pieces
11	Doormat	5 pieces
12	Push brush	6 pieces

**C. Semestral:**

<i>Shall be delivered 1<sup>st</sup> week of every semester</i>		
<b>No.</b>	<b>Items</b>	<b>Quantity</b>
1	Rake	2 units
2	Jungle Bolo heavy duty	2 units
3	Garden Big Scissors	2 units
4	Garden Fork	2 units
5	Shovel -flat	1 units
6	Mattok	2 units
7	Trowel	2 units
8	Scythe big	2 units
9	Steel wool penguin	4 pack
10	Steel brush	4 pieces
11	Heavy duty mop handle-plastic	4 units

**D. Lease of Cleaning Equipment**

To be provided by the service contractor <i>within fifteen (15) calendar days from Notice to Proceed</i> but such tools shall remain under the ownership of the service contractor who shall be responsible for its maintenance and safekeeping.		
<b>No.</b>	<b>Items</b>	<b>Quantity</b>
1	Janitorial Cart	2 units
2	Electric Floor Polisher Wet & Dry 10 inc	2 unit
3	Extension Cord Heavy Duty (at least 10 meters)	2 units
4	Mop Squeezer with Wringer	2 units
5	Vacuum Cleaner (Wet & Dry)	1 unit
6	Pressure Washer Heavy Duty (2-3HP)	1 unit
7	Microfiber flat mop	2 units
8	Water Hose 100 meters (1/2diameter)	2 units
9	Heavy Duty Grass Cutter 4 stroke	2 units
10	Lawnmower	1 unit
11	Polisher Pad Holder	2 units
12	Ladder (A-type) Heavy duty	1 unit
13	Trash Buggy	2 unit
14	Trash Dollies, Extra Large	2 units

**Annex “B”**  
**DUTIES AND RESPONSIBILITIES OF ASSIGNED JANITORIAL SERVICES PERSONNEL**

<b>Position</b>	Cleaner
<b>Education</b>	At least High School graduate
<b>Experience/ Competencies</b>	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
<b>Duties and Responsibilities</b>	
<ol style="list-style-type: none"> <li>1. 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.</li> <li>2. Strictly observe proper COVID 19 protocols and other health protocols as directed by authorized governing and regulatory bodies.</li> <li>3. Collect and dispose garbage within the bounds of CIAP Rules and Regulations and in accordance with the City Garbage Collection and Segregation Scheme.</li> <li>4. Submit report on all untoward incident related to cleanliness, orderliness and sanitation;</li> <li>5. Report all defective plumbing structures such as lavatory faucets, water closets, urinals, flushers, fire hydrant, electric lights, etc.; and</li> <li>6. Immediately report any lost items, found suspicious bags, and packages left by visitors/employees within the CIAP and CMDTF areas.</li> </ol> <p>Specifically:</p> <ol style="list-style-type: none"> <li>7. Daily Routine Operations (Mondays to Fridays):               <ol style="list-style-type: none"> <li>a. Maintaining cleanliness in accordance with COVID-19 CIAP protocols;</li> <li>b. Sweeping, mopping of lobbies and hallways, scrubbing and polishing of all floors, office tables computer and partitions;</li> <li>c. Cleaning and dusting all the inside or interior glasses, walls and ceiling including doors, window ledges partitions, sidings, decors, furniture and fixture;</li> <li>d. Cleaning and sanitizing toilets and washrooms, fixtures which include the use of disinfectant agents in wash basins, urinals and toilets bowl.</li> <li>e. Refilling and Cleaning liquid; soap dispensers, placement of deodorant cakes in the urinals and toilet bowls;</li> <li>f. Spraying the hallway and toilets with deodorant and air freshener;</li> <li>g. Monitoring and re-filling the sanitizer dispensers.</li> <li>h. Dusting and cleaning of office equipment surfaces, desk tops, partitions, counters, and other glass surfaces, cabinets and furniture;</li> <li>i. Monitoring, maintaining and re-filling sanitizer solutions on the footbaths and alcohol dispenser.</li> <li>j. Sweeping and polishing stairways, corridors, elevators railings and other wall fixtures;</li> <li>k. Maintaining the cleanliness and neatness of all rooms including the vacuuming of all carpeted areas;</li> <li>l. Frequent sanitizing of high touch areas like doors, knobs, switches, keyboards, faucets and other similar items.</li> <li>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;</li> </ol> </li> </ol>	

- 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. Other janitorial activities and related activities and related services that maybe assigned from time to time by CIAP officials and employees;
- t. Reporting immediately any lost items found suspicious bags an packages left by visitors/employees in toilet and in other common areas in the building; and
- u. Accomplishing and submitting 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; and
- 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; and
- f. Preparing monthly consumption report and status report (Supervisor);

10. Semi-Annuals Routine Operations:

- a. Cleaning of all outside glass windows (as applicable) of the building; and
- b. Cleaning of all light diffusers, ventilation ducts and other overhead fixtures.

11. Other Required Activities:

- a. Assisting in the internal transport of bulky records and office supplies, furniture and equipment within the building premises;
- b. Assisting in the physical arrangement of the lobby, conference rooms and such other areas as may be required by CIAP;
- c. Assisting of hauling of exhibit props and materials during trade events and special activities;
- d. Carrying or hauling of furniture and fixtures, supplies, records, etc.; and
- e. 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. Removing spots and stains. 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; and
  - 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 (for those to be assigned at CMDF-TC):
- a. Preserving 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. Maintaining 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 trimming grass and other foliage or as often as necessary;
  - d. Properly maintaining all landscaped areas, lawns, and all flower boxes inside and outside the building, including plant boxes;
  - e. Applying 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. Cleaning daily the premises and its immediate surroundings; and
  - g. Keeping all tools, materials, equipment, etc. should be kept after use and all rubbish and garbage will be placed in the garbage bins. The site should always be in a well-maintained condition.
14. Cleaning services as needed:
- a. Cleaning and dusting offices, storage room, furniture and fixtures, interior walls and panel windows;
  - b. Stripping and scrubbing, waxing and polishing of floors;
  - c. Washing walls and panel windows;
15. Hauling:
- a. Assisting in the transport of bulky records office supplies, furniture and equipment within and outside of the building premises;
  - b. Assisting in the physical arrangement as may be required by CIAP.
16. General Office Rooms:
- a. Maintaining cleanliness on corridors, hallways, lobbies, stairways, walls, handrails, ceiling, window glass and panes, grills and employees' canteens (except kitchen areas of the concessionaires);
  - b. Keeping the floor well-polished but no slippery; shiny showing evidence of having been stripped and waxed; dust free and no litter;
  - c. Keeping the furniture/equipment vacuumed furniture; wiped tables and cabinet top properly aligned tables;
  - d. Keeping the floors well-polished, 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. Maintaining the wall floors and Partitions-Well Scrubbed, free from grime, dirt, stains and yellowish substances;
  - b. Maintaining the floors well-polished but not slippery; shiny showing evidence of having been stripped and waxed; dust free and no litter;
  - c. Keeping the toilet bowls/water closets — well scrubbed & odor free;
  - d. Keeping the Mirrors and fixtures — no water stains/residues.
18. Grounds and Parking (for those to be assigned at CMDF-TC):
  - a. Maintaining them dust and litter free;
  - b. Keeping them free from cigarette butts, candy wrappers, dried leaves, etc.
19. Roof decks (for those to be assigned at CMDF-TC):
  - a. Keeping them free from 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 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 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 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 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 CIAP.
- 6. Non-liability of CIAP for non-performance by service provider.** The Outsourced Service Provider agrees and obligates to hold 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, 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/ HDMF 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 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/ HDMF & PhilHealth.
  - c. A copy of Payroll and Payslips duly signed by its janitorial personnel.
  - d. The monthly billing shall be submitted to CIAP every fifth (5<sup>th</sup>) working day of the following month.
- 14. Liability for negligence of CIAP employees.** 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 wilful 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 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 PhP5,000.00 for a contract retailed emergency expense of CIAP.
- 18. Administrative costs.** All administrative cost of bid for the contract 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.

## Annex “E”

PRICE SCHEDULE FOR MANPOWER SERVICES (CIAP Makati Office)		
(a)	No. of days rendered	6 days
(b)	No. of days per year	313 days
(c)	No. of regular working hours per day	8 work hours
(d)	Daily Wage	
<b>Monthly Payment to be Paid Directly to Janitors</b>		
(e)	Basic Pay <sup>1</sup>	
(f)	5 days Incentive Leave Pay	
(g)	13 <sup>th</sup> Month Pay	
	<b>Subtotal</b>	
<b>Amount Payable to the Government in Favor of the Janitors</b>		
(h)	SSS Premium	
(i)	PhilHealth IBIG Contribution <sup>2</sup>	
(j)	Pag-IBIG Contribution	
(k)	ECC Premium	
	<b>Subtotal</b>	
(I)	<b>Total Amount Due to Janitors and Government</b>	
(II)	Agency Fee Percentage	
	Administrative Overhead and Margin ((I) x (II))	
(III)	Value Added Tax ((II) x 12% VAT)	
(IV)	Monthly Contract Rate per Janitor	
(V)	Total Monthly Contract Rate for 10 Janitors	
(VI)	<b>Total Contract Rate for 12 months</b> (est.: January to December 2023)	

<sup>1</sup> Basic pay for Janitorial Services personnel to be deployed to CIAP Makati Office and CMDFTC Cavite should be the same and should use the higher daily wage between Makati and Cavite.

<sup>2</sup> For uniformity of government contributions, please use 4.50% premium rate for PhilHealth contribution.

PRICE SCHEDULE FOR SUPPLIES, EQUIPMENT AND OTHER PARAPHERNALIA (CMDf-TC)				
<b>A. Monthly:</b>				
No.	Items	Quantity	Unit Cost	Total Cost
<i>Shall be delivered 1<sup>st</sup> week of every month:</i>				
1	All-Purpose Liquid Cleaner (Green)	2 gallons		
2	Bleaching Liquid (Zonrox)	2 gallon		
3	Toilet Bowl Cleaner	2 gallon		
4	Liquid Hand Sanitizer (Blue / Clear)	2 gallons		
5	Liquid Dishwashing Soap with Dispenser (Branded)	2 gallons		
6	Toilet Deodorizer (Albatross)	12 pieces		
7	Air-freshener (Lemon)	1 pieces		
8	Flannel Rags (Pranela - Color: Yellow, Blue, Pink)	1 dozen		
9	Sponge with scouring pad (scotchbrite)	12 pieces		
10	Toilet Bowl Brush	3 pieces		
11	Garbage Bags (XXL), Clear (100 pcs)	1 pack		
12	Garbage Bags (Small), Black	1 pack		
13	Plunger	2 pieces		
14	Rubber Hand Gloves (scotch brite)	5 pairs		
15	Soft Broom	6 pieces		
16	Stripping pad	3 pieces		
17	Polishing pad	3 pieces		
18	Mop head	5 pieces		
19	Stick Broom	12 pieces		
20	Stick Broom with handle	6 pieces		
21	Kitchen Tissue	3 rolls		
22	Vinyl Tiles Wax - Traffic grade complete	4 gallons		
23	Wax for Pebbles -Complete SCJ	4 gallons		
24	Furnish Polish - Pledge Lemon 255g	5 cans		
25	Red Wax -Traffic grade compete	2 gallons		
26	Detergent Powder Soap	10 kilos		
27	Insect Killer -Baygon 500 ml	6 cans		
28	Disinfectant , Aerosol (Lysol)	1 gallons		
29	Gasoline for grass cutter	5 liters		
<b>Total Cost</b>				
<b>B. Quarterly:</b>				
No.	Items	Quantity	Unit Cost	Total Cost
<i>Shall be delivered 1<sup>st</sup> week of every quarter:</i>				
1	Celling broom	2 pieces		
2	Plastic pail	6 pieces		
3	Plastic dipper w/ handle	6 pieces		
4	Glass wiper / squeegee	4 pieces		
5	Dustpan Plastic	3 pieces		
6	Spray gun bottle 500 ml	4 pieces		
7	Muriatic Acid Apollo 4 liters	4 gallons		
8	Dustpan, metal plate (big)	3 pieces		
9	Hands Cotton Gloves	12 pairs		
10	Hand brush	5 pieces		
11	Doormat	5 pieces		
12	Push brush	6 pieces		
<b>Total Cost</b>				
<b>C. Semestral:</b>				
No.	Items	Quantity	Unit Cost	Total Cost
<i>Shall be delivered 1<sup>st</sup> week of every semester:</i>				
1	Rake	2 units		

2	Jungle Bolo heavy duty	2 units		
3	Garden Big Scissors	2 units		
4	Garden Fork	2 units		
5	Shovel -flat	1 units		
6	Mattok	2 units		
7	Trowel	2 units		
8	Scythe big	2 units		
9	Steel wood penguin	4 packs		
10	Steel brush	4 pieces		
11	Heavy duty mop handle-plastic	4 units		
<b>Total Cost</b>				

**D. Lease of Cleaning Equipment**

No.	Items	Quantity	Unit Cost	Total Cost
<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 Wet & Dry 10 inc	2 unit		
3	Extension Cord Heavy Duty (at least 10 meters)	2 units		
4	Mop Squeezer with Wringer	2 units		
5	Vacuum Cleaner (Wet & Dry)	1 unit		
6	Pressure Washer Heavy Duty (2-3HP)	1 units		
7	Microfiber flat mop	2 units		
8	Water Hose 100 meters (1/2diameter)	2 units		
9	Heavy Duty Grass Cutter 4 stroke	2 units		
10	Lawnmower	1 unit		
11	Polisher Pad Holder	2 units		
12	Ladder (A-type) Heavy duty	1 unit		
13	Trash Buggy	2 units		
14	Trash Dollies, Extra Large	2 units		
<b>Total Cost</b>				
<b>GRAND TOTAL FOR SUPPLIES, EQUIPMENT AND OTHER PARAPHERNALIA</b>				
<b>for 12 months consumption / usage (est.: January to December 2022) (A + B + C + D)</b>				

**PRICE SCHEDULE FOR SUPPLIES, EQUIPMENT AND OTHER PARAPHERNALIA (CIAP Makati Office)**

**A. Monthly:**

No.	Items	Quantity	Unit Cost	Total Cost
<i>Shall be delivered 1<sup>st</sup> week of every month:</i>				
1	All-Purpose Liquid (Green)	2 gallon		
2	Bleaching liquid (Branded)	2 gallon		
3	Toilet Bowl Cleaner	2 gallon		
4	Liquid Hand Sanitizer (Blue / Clear)	2 gallon		
5	Liquid Dishwashing Soap with Dispenser (Branded)	3 gallon		
6	Carpet Shampoo	1 gallon		
7	Fabric Conditioner (Branded)	1 gallon		
8	Toilet Deodorizer (Albatross)	15 piece		
9	Air-freshener (Lemon)	1 gallon		
10	Flannel Rags (Pranela - Color: Yellow, Blue, Pink)	2 dozen		
11	Sponge with scouring pad	8 piece		
12	Toilet Bowl Brush	3 piece		
13	Garbage Bags (XXL) (100 pcs per pack)	1 pack		
14	Garbage Bags (Small), (100 pcs per pack)	1 pack		
15	Detergent powder	5 kilo		
16	Steel wool	1 box		
17	Complete wax	2 gallon		
18	Odorless floor wax (preferably star wax)	3 piece		
19	Wax stripper (preferably Step-off)	2 gallon		
20	Emulsion wax	3 gallon		
21	Spray deodorizer (preferably pledge)	10 piece		
22	Plunger	3 piece		
<b>Total Cost</b>				

**B. Quarterly:**

No.	Items	Quantity	Unit Cost	Total Cost
<i>Shall be delivered 1<sup>st</sup> week of every quarter:</i>				
1	Buffing pad	6 Piece		
2	Bowl brush/cleaner	3 Piece		
3	Soft broom	5 Piece		
4	Hand gloves	8 Piece		
5	Polishing pad	8 Piece		
6	Stripping pad	8 Piece		
7	Mop Head	6 Piece		
<b>Total Cost</b>				

**C. Semestral:**

No.	Items	Quantity	Unit Cost	Total Cost
<i>Shall be delivered 1<sup>st</sup> week of every semester:</i>				
1	Bowl pump	3 pieces		
2	Push brush	3 pieces		
3	Broom stick	6 pieces		



4	Plastic pail	4 pieces		
5	Glass wiper / squeegee	5 pieces		
6	Dustpan	3 pieces		
7	Mop Handle	3 pieces		
			<b>Total Cost</b>	

**D. Lease of Cleaning Equipment**

No.	Items	Quantity	Unit Cost	Total Cost
Provision for use of equipment. Shall be delivered within fifteen (15) calendar days from Notice to Proceed:				
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		
Total Cost				
GRAND TOTAL FOR SUPPLIES, EQUIPMENT AND OTHER PARAPHERNALIA				
for 12 months consumption / usage (est.: January to December 2022) (A + B + C + D)				

**GRAND TOTAL OF SCHEDULE OF PRICES<sup>3</sup>** (Price Schedule for Manpower Services + Price Schedule for Supplies, Equipment and Other Paraphernalia for Makati Office and CMDFTC Cavite) :

**Total Amount in Words**

:

\_\_\_\_\_

\_\_\_\_\_

**Total Amount in Figures :** \_\_\_\_\_

Submitted by:

\_\_\_\_\_  
Name and Signature  
Authorized Representative

<sup>3</sup> Pursuant to Clause 11 of Section of the Instruction to Bidders, any bid exceeding the ABC of this procurement project shall not be accepted.

## ***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

- ☐ (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).

