



Republic of the Philippines
OFFICE OF THE PRESIDENT
PHILIPPINE RECLAMATION AUTHORITY

7th floor, Legaspi Towers 200 Bldg., 107 Paseo De Roxas St., Legaspi Village, 1226 City of Makati
Tel. No.: (02) 459-5000 • Facsimile No.: (02) 815-2662
Website: www.pea.gov.ph • Email: info@pea.gov.ph

**INVITATION TO BID FOR
PROCUREMENT OF JANITORIAL SERVICES FOR
PHILIPPINE RECLAMATION AUTHORITY (PRA) PROPERTIES**

1. The **PHILIPPINE RECLAMATION AUTHORITY (PRA)**, through the 2022 *Corporate Operating Budget* intends to apply the sum of **Three Million Five Hundred Eighty-Five Thousand Five Hundred Sixty and 40/100 Pesos (Php 3,585,560.40)** being the Approved Budget for the Contract (ABC) to payments under the contract for the procurement of Janitorial Services for Philippine Reclamation Authority (PRA) Properties (PBG00DS-22-001) *for the first year of the Multi-Year contract*. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The **PRA** now invites bids for the above Procurement Project. Delivery of Services is required for CY 2022 to 2025. Bidders should have completed, within *Five (5) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

Pursuant to Implementing Rules and Regulation (IRR) of Republic Act (RA) 9184, Appendix 23, and subject to an over-all performance satisfactory rating, the contract period shall be for three (3) years, which shall commence on the date provided under the Notice To Proceed. The ABC stated above is for the first year only.

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from the BAC Secretariat and inspect the Bidding Documents at the address given below, from 8:00 AM to 4:00 PM, Mondays to Fridays, except holidays.

5. A complete set of Bidding Documents may be acquired by interested Bidders on **July 01 to 26, 2022** between 8:00 AM to 4:00 PM, Mondays to Fridays, except holidays and on **July 27, 2022**, from 8:00 AM to 8:30 AM, from the given address below and upon payment of the applicable fee for the Bidding documents, pursuant to the latest

guidelines issued by the GPPB, in the amount of **Three Thousand Pesos (₱3,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *by providing a printed copy of the official receipt, or sending a scanned copy to bac@pea.gov.ph.*

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of PRA, provided that Bidders shall pay the non-refundable fee for the Bidding Documents not later than the submission of their bids.

6. The PRA will hold a Pre-Bid Conference on **July 15, 2022 at 10:00 AM** at the PRA Conference Room, 6th Floor, Legaspi Towers 200, 107 Paseo de Roxas, Makati City, which shall be open to prospective bidders.
7. Bids must be duly received through manual submission by the BAC Secretariat at 6th Floor, Legaspi Towers 200, 107 Paseo de Roxas, Makati City on or before **9:00 AM** of **July 27, 2022**. 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 at **9:30 AM** on **July 27, 2022**, at PRA Conference Room, 6th Floor, Legaspi Towers 200, 107 Paseo de Roxas, Makati City. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The PRA 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:

ATTY. KAREN A. VILLAMIL
Chairperson, Bids & Awards Committee (BAC)
PHILLIPINE RECLAMATION AUTHORITY
Building 3, PNOC Compound
Energy Center, Rizal Drive
Bonifacio Global City
Fort Bonifacio, Taguig City
Tel. No. : (632) 8459-5000
Email : bac@pea.gov.ph

12. You may visit the following websites, for downloading of Bidding Documents:
www.pea.gov.ph, or www.philgeps.gov.ph.

1 July 2022

(SGD) ATTY. KAREN A. VILLAMIL
Chairperson, Bids and Awards Committee



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PHILIPPINE BIDDING DOCUMENTS

Procurement of Janitorial Services for CY 2022 to 2025

Government of the Republic of the Philippines

**Sixth Edition
July 2020**

PBGOODS-22-001

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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



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30 June 2022

(SGD) ATTY. KAREN A. VILLAMIL
Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **PRA**, wishes to receive Bids for the procurement of Janitorial Services for CY 2022 to 2025 with identification number PBGOODS-22-001.

The Procurement Project (referred to herein as “Project”) is composed of 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 CY 2022 in the amount of *Three Million Five Hundred Eighty-Five Thousand Five Hundred Sixty Pesos and 40/100 (Php 3,585,560.40)*.
 - a. The source of funding is the GOCC and GFIs, the Corporate Operating Budget approved by the Governing Board of the Philippine Reclamation Authority for CY 2022.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

- 7.1. 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 through videoconferencing as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *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 the **BDS**.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers

registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

- ii. The price of other (incidental) services, if any, as listed in the **BDS**.

13. Bid and Payment Currencies

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

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

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid for ***One Hundred Twenty (120) Calendar Days from the date of the Opening of Bids***. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one (1) copy of the first and second components of its Bid.

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

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

16. Deadline for Submission of Bids

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

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's 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 14 shall be submitted for each lot or item separately.

- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

- 19.4. The Project shall be awarded as follows:

One Project having several items that shall be awarded as one contract.

- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting

the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. Janitorial services equivalent to at least fifty percent (50%) of the ABC. For this purpose, contracts similar to the Project shall be those described in the BDS, and completed within the relevant period stated in the Invitation to Bid and ITB Clause 2 b. Completed within five (5) years prior to the deadline for the submission and receipt of bids.
7.1	<i>Subcontracting is not allowed</i>
12	The price of the Goods shall be quoted DDP <i>Taguig City</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
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"> a. The amount of not less than P 71,711.21 , if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than P 179,278.02 ,if bid security is in Surety Bond.
14.2	<p>The PE may request the bidders to extend the validity of their bid securities beyond one hundred twenty (120) calendar days, prior to their expiration, if the funding source for the Procurement Project has yet to be approved and made effective.</p> <p>A change in the form of the bid security is allowed if this is made prior to the expiration of the bid validity sought to be extended.</p> <p>If the bidder refuses to extend the bid validity, the PE shall reject the bid submitted by said bidder. (GPPB Circular 06-2019)</p>
19.3	<i>Not applicable</i>
20.2	<i>Proof of on-time remittances of statutory contributions to SSS, Pag-ibig, and Philhealth for the last two (2) years. The schedule of payments are prescribed under SSS Circular No. 2020-033-B, HMDF Circular No. 275, and Philhealth Circular No. 2020-0005 and Philhealth Official Statement dated January 5, 2021.</i>

Section IV. General Conditions of Contract

1. **Scope of Contract**

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

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

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

2. **Advance Payment and Terms of Payment**

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

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

3. **Performance Security**

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than 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 In addition to tests in the **SCC**, **Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to this Contract are delivered <i>at PRA’s temporary office at Philippine National Oil Company (PNOC), Building 3, Energy Center, Rizal Drive, Bonifacio Global City</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>Ms. Cheryl Marie H. Miclat</i></p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p>DETAILED SCOPE OF WORKS:</p> <p>A. DAILY ROUTINE OPERATIONS</p> <ol style="list-style-type: none"> 1. Sweeping, mopping and polishing of floors and spot scrubbing areas wherein human traffic occurs to achieve cleanliness at all times; 2. Dusting and cleaning of all glass tops, doors, window ledges, air vents and partitions, furniture and fixtures that require specialized maintenance; 3. Cleaning and sanitizing of toilets and work rooms, including use of special cleaning and sanitizing agents in wash basins and toilet bowls; 4. Disposal of trash, rubbish and garbage from the confines of the office premises to receptacles provided for the purpose; 5. Dusting and cleaning equipment, table-tops, horizontal and vertical surfaces;

6. Cleaning of waste paper containers, pencil sharpeners, trash cans and water dispensers;
7. Sweeping and vacuuming of carpeted areas;
8. Spraying of toilets with deodorant and air fresheners;
9. Reporting of all breakages, electrical malfunctions and others that require immediate attention; and
10. Wash dishes and kitchen utensils for PRA employees.

B. WEEKLY PERIODIC OPERATIONS (Every Weekends)

- a. Dusting of lighting fixtures, hanging lamps and electrical fans, etc.;
- b. Washing and cleaning of inside and outside glass windows, glass partitions and doors; and
- c. Cleaning of roofing and gutters (if needed).

C. MONTHLY PERIODIC OPERATIONS

- a. Thorough general cleaning by way of scrubbing, spot checking of damaged tiles, removal of stains and others;
- b. Thorough cleaning and washing of inside walls and ceilings;
- c. Shampooing and vacuuming of carpeted areas;
- d. Shampooing and vacuuming of chairs and sofa sets;
- e. Thorough cleaning/sanitizing and disinfecting of all washrooms and toilet fixtures;
- f. Thorough inspection and removal of stain marks on carpeted areas; and
- g. Washing and cleaning of light diffusers, venetian blinds, screens, outside walls, ceilings, etc.

D. MINIMUM REQUIREMENTS FOR MATERIALS, SUPPLIES, EQUIPMENT AND CHEMICALS

All supplies and materials to be used for the janitorial and cleaning services shall be delivered and inspected on a quarterly basis. Minimum requirements for materials, supplies, equipment and chemicals for twelve (12) month contract.

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.

1. The **SERVICE PROVIDER** shall provide the **PROCURING ENTITY** with eleven (11) competent, qualified and able janitorial personnel who shall perform cleaning services including cleaning equipment, materials, supplies and chemicals. The eleven (11) janitorial personnel shall work for eight (8) hours a day and six (6) days a week from Mondays to Saturdays in accordance with the SCC;
2. The **SERVICE PROVIDER** shall provide the **PROCURING ENTITY** with carefully selected personnel, who are healthy, reliable, trained, honest, experienced and courteous, with working uniforms, medical certificates, Police and NBI clearances and identification cards, as well as equipment, materials and supplies necessary and/or incidental for the efficient performance of their job;
3. The **SERVICE PROVIDER** shall ensure availability of substitute personnel in case of inability of regular personnel to report for work;
4. The **SERVICE PROVIDER** shall answer for any damage, loss, injury or death caused by its personnel to the **PROCURING ENTITY** or any of its employees during the performance of their duties. Further, the **SERVICE PROVIDER** shall assume full liability for any accident or injury that may befall its personnel in the performance of their duties it being understood and agreed that there is no employer-employee or principal agent relationship between the **SERVICE PROVIDER** and the **PROCURING ENTITY**;
5. The **SERVICE PROVIDER** warrants and undertakes to be responsible for whatever losses, breakages and other damages that may be attributable to its employees, and to answer for the same, as well as ensure its faithful compliance with this Contract. The **PROCURING ENTITY** shall have the option to deduct such damages from billing of the **SERVICE PROVIDER** or the **PROCURING ENTITY** may proceed against the Performance Security to be posted by the **SERVICE PROVIDER** pursuant to the General Conditions of the Contract (GCC);
6. The **SERVICE PROVIDER** who is an employer-member in good standing of the Social Security System (SSS), PhilHealth and Pag-IBIG Fund binds and obligates itself to submit to the **PROCURING ENTITY** all statements of required SSS, PhilHealth and Pag-IBIG Fund remittances monthly;
7. In addition to and in conjunction with the undertakings of the **SERVICE PROVIDER** indicated in its proposal to **PROCURING ENTITY** (attached hereto), the **SERVICE PROVIDER** agrees and binds itself to observe faithfully the routine schedule of services, indicated in the SCC;
8. All taxes, licenses, SSS, PhilHealth, and Pag-Ibig contributions, permits and fees which may be due and collectible by the local/ national government on account of this Contract shall be for the account of the **SERVICE PROVIDER**. A copy of all pertinent documents shall be submitted to the **PROCURING ENTITY** on a monthly basis except

statements of SSS remittances which shall be submitted every first (1st) week of each quarter;

9. Pursuant to Executive Order No. 398 dated 12 January 2005, the **SERVICE PROVIDER** shall regularly present, within the duration of this Contract, a tax clearance from the BIR as well as a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon;
10. Sworn Affidavit shall be submitted to the **PROCURING ENTITY** stating that the **SERVICE PROVIDER** has fully paid the wages of janitorial personnel, and has remitted on time all premiums/sums due to the SSS, PhilHealth, Pag-IBIG and has complied with all other government laws, rules and regulations pertaining to his obligations and responsibilities as employer of janitorial personnel.
11. A Liability Fund shall be maintained to answer for any liability that may arise in the event that **PROCURING ENTITY** is made finally liable for any violation by **SERVICE PROVIDER** of wage order, rules or regulations relating to employee benefits and thereby **PROCURING ENTITY** is required by order of any judicial or quasi-judicial bodies to pay penalties, damages, and wages due to non-payment or deficiency in payment to the **SERVICE PROVIDER**'s employees assigned to **PROCURING ENTITY** under this Contract. An amount representing Five percent (5%) from every progress billing shall be retained by the **PROCURING ENTITY** and shall be deposited in a bank account held in trust by the **PROCURING ENTITY**. The interest thereon and the original retained money shall constitute as the Liability Fund to be used to satisfy the money claims that the employees may have against the **SERVICE PROVIDER**. **This fund shall be retained for three (3) years from the expiration of the contract of janitorial services, subject to extension until the employee's meritorious monetary claim, or decision requiring the payment thereof, has been satisfied.** Such extension, however, shall only occur if an employee has filed a complaint within the three (3) year-retention period. Upon the expiration of the retention period, the remaining fund and interest thereon shall be released to the **SERVICE PROVIDER** provided that there are no pending litigations against the **PROCURING ENTITY**. However, should the liability fund be insufficient to answer for any monetary claims adjudged by any judicial or quasi-judicial bodies, the **SERVICE PROVIDER**, shall upon demand of the **PROCURING ENTITY**, reimburse the latter for any or all amounts paid by **PROCURING ENTITY** to such **SERVICE PROVIDER**'s employees including penalties, damages and other charges for which PRA is made liable. In addition, **PROCURING ENTITY** shall be entitled to collect from the **SERVICE PROVIDER** by way of liquidated damages the amount of three percent (3%) per month of the amount due until full reimbursement of the sum paid by the **PROCURING ENTITY** pursuant to this foregoing provision;

12. The **PROCURING ENTITY** hereby agrees to provide the **SERVICE PROVIDER** with a suitable storage space for all its equipment, materials and supplies;
13. The **PROCURING ENTITY** shall have the right to request additional personnel upon twenty-four (24) hours prior written notice to the **SERVICE PROVIDER**, which shall comply without delay, and without the need of executing a new contract for this purpose. In the event that any of the assigned janitors shall become incapacitated to perform the assigned duties, the **SERVICE PROVIDER** shall replace him/her immediately in order not to prejudice the interest of the **PROCURING ENTITY**;
14. The **PROCURING ENTITY** reserves the right to request the immediate replacement of any or all of its assigned janitors/ employees of the **SERVICE PROVIDER** who in the opinion of the **PROCURING ENTITY** is lacking in courteousness, competence, honesty or integrity, or whose continued service will be prejudicial to the interest of the **PROCURING ENTITY**;
15. The **SERVICE PROVIDER** hereby warrants that is has not given or promised to give money or gift to any official or employee of the **PROCURING ENTITY** to secure this Contract, without prejudice to the criminal, civil and administrative liabilities of this involved;
16. In the event new laws/regulations are passed by the government or any of its agencies, establishing new minimum wages and other benefits to assigned personnel of the **SERVICE PROVIDER**, the parties hereby agree to adjust the Contract Price to reflect the required minimum amount;
17. The parties hereto agree that any and all actions arising out of this Contract, if not settled amicably, shall be instituted and filed with the proper courts of Makati;
18. Monthly payments will be made by **PROCURING ENTITY** to **SERVICE PROVIDER** within fifteen (15) calendar days from receipt of monthly billings;
19. In the event the **PROCURING ENTITY** shall require any of the **SERVICE PROVIDER**'s janitorial personnel to work in excess of eight (8) hours during regular work days or on Sunday or Special Holidays, the **PROCURING ENTITY** shall pay the **SERVICE PROVIDER** additional amount in accordance with the overtime computation which will be attached in the Contract;
20. The Contract shall be for a period of three (3) years commencing from the date provided in the Notice To Proceed. The **PROCURING ENTITY** may pre-terminate the contract for failure by the service provider to perform its obligations thereon following the procedure prescribed under the Guidelines on Termination of Contracts issued by the Government

Procurement Policy Board under Resolution No. 018-2004 dated 22 December 2004.

Delivery of services is required for three (3) years. However, the **PROCURING ENTITY** shall, three (3) months before the end of each year, conduct an assessment or evaluation of the performance of the **SERVICE PROVIDER** based on the following criteria:

1. Quality of service delivered;
2. Time management;
3. Management and suitability of personnel;
4. Contract administration and management; and
5. Provision of regular progress reports.

If the **SERVICE PROVIDER** fails to satisfactorily comply with the foregoing performance criteria, the **PROCURING ENTITY** may pre-terminate the Contract.

22. Any payment or extension of Contract period, or failure on the part of the **PROCURING ENTITY** to enforce any of its rights herein shall not be construed as waiver or renunciation on the part of the **PROCURING ENTITY** of any right under this Contract or any recourse or action available to it under law or regulation;
23. If any condition or provision of this Contract is held invalid or declared contrary to law, the validity of the other conditions or provisions shall not be affected.

PRICE ESCALATION

For the given scope of work in this Contract as awarded, all bid prices are considered fixed for a duration of one (1) year, and therefore not subject to price escalation during Contract implementation, except under:

1. Extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR-A;
2. Increase in the minimum daily wage pursuant to law or new wage order issued after date of bidding; and
3. Increase in taxes.

If during in term of the Contract the **PROCURING ENTITY** sees the need for an increase or decrease in the number of janitorial attendants, the resulting cost of said increase or decrease, provided that the ABC for the relevant years is not exceeded.

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Spare Parts –

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

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

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [*indicate here the time period specified. If not used indicate a time period of three times the warranty period*].

Spare parts or components shall be supplied as promptly as possible, but in any case, within [*insert appropriate time period*] months of placing the order.

Packaging –

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

	<p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p>

	<p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>The PROCURING ENTITY shall be billed monthly and shall pay within fifteen (15) calendar days upon receipt of the statement of account from the SERVICE PROVIDER unless there shall be any points of verification needed in the processing of the payment. The statement of account or billing for the services rendered by the SERVICE PROVIDER shall always be supported by adequate and appropriate supporting documents or receipts (properly accomplished daily attendance sheets, payroll or pay slips, SSS, PhilHealth, ECC and Pag-IBIG remittances)</p>
4	<p>The inspections and tests that will be conducted are: <i>Not applicable</i></p>

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Unit	Delivered, Weeks/Months
1.	JANITORIAL PERSONNEL	10		on the date provided under the Notice To Proceed
2.	WORKING SUPERVISOR	1		on the date provided under the Notice To Proceed
3.	MATERIAL & SUPPLIES:			
	Air Freshener (e.g. Glade)	120	can	
	Broom Stick	11	piece	
	Soft Broom	22	piece	
	Bowl Brush w/ holder	22	piece	
	Hand Brush	11	piece	
	Carpet Shampoo	6	gallon	
	Detergent Bar Soap (e.g. Tide)	96	piece	
	Deodorant Cake (e.g. Albatross)	264	piece	
	Dipper (Tabo)	50	piece	
	Disinfectant Cleaners (e.g. Zonrox)	24	gallon	
	Dishwashing Liquid Soap (e.g. Joy)	24	piece	
	Dust Pan	20	gallon	
	Furniture Polish (e.g. Pledge)	48	can	
	Gloves	250	piece	
	Insecticide, aerosol type (e.g. Baygon)	84	can	
	Liquid De-Clogger	10	gallon	
	Mop Handles	15	piece	
	Mop Heads	68	piece	
	Plastic Pail (12 liters)	24	piece	
	Laundry Soap (e.g. Tide Powder)	120	kilo	
	Rags	28	kilo	
	Scrubbing Pad (e.g. Scotchbrite)	192	piece	
	Scrubbing Pad (Polisher)	24	piece	
	Spray Gun	11	piece	
	Steel Wool (16/box)	24	box	
	Trash Bags (XXL)	4,000	piece	

	Toilet Bowl Cleaner	48	gallon	
	Wax (Sealer Wax)	50	gallon	
	Wax (Strip Off)	20	gallon	
4.	Cleaning Equipment (Floor Polishers, Vacuum Cleaners & Carpet Cleaners)			

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
1.	<p>Ten (10) Janitorial Personnel</p> <p>a. Competent, qualified and able personnel who shall perform cleaning services including operating cleaning equipment, materials, supplies and chemicals;</p> <p>b. Shall work for eight (8) hours a day and six (6) days a week from Mondays to Saturdays in accordance with the SCC;</p> <p>c. Personnel must be fully vaccinated from SARS-COV 2.</p>	
2.	<p>One (1) Working Supervisor</p> <p>Competent, qualified and able personnel with <i>supervisory skills</i> who shall also perform cleaning services including operating cleaning equipment, materials, supplies and chemicals;</p>	
3.	<p>Materials and Supplies:</p>	
	Air Freshener (e.g. Glade)	120 cans
	Broom Stick	11 piece
	Soft Broom	22 piece
	Bowl Brush	22 piece
	Hand Brush	11 piece
	Carpet Shampoo	6 gallon
	Detergent Bar Soap (e.g. Tide)	96 piece
	Deodorant Cake (e.g. Albatross)	264 piece
	Dipper (Tabo)	50 piece
	Disinfectant Cleaners (e.g. Zonrox)	24 gallon
	Dishwashing Liquid Soap (e.g. Joy)	24 gallon
	Dust Pan	20 piece
	Furniture Polish (e.g. Pledge)	48 can
	Gloves	250 piece
	Insecticide, aerosol type (e.g. Baygon)	84 gallon
	Liquid De-Clogger	10 gallon
	Mop Handles	15 piece
	Mop Heads	68 piece
	Plastic Pail (12 liters)	24 piece
	Laundry Soap (e.g. Tide Powder)	120 kilo
	Rags	28 kilo
	Scrubbing Pad (e.g. Scotchbrite)	192 piece
	Scrubbing Pad (Polisher)	24 piece
	Spray Gun	11 piece
	Steel Wool (16/box)	24 box
	Trash Bags (XXL)	4,000 piece
	Toilet Bowl Cleaner	48 gallon
	Wax (Sealer Wax)	50 gallon
	Wax (Strip Off)	20 gallon
4.	<p>Cleaning Equipment</p> <p>(Floor Polishers, Vacuum Cleaners & Carpet Cleaners)</p>	

5.	<p>Housekeeping Plan The service provider shall maintain at least a 75% passing rate of satisfactory level of performance throughout the term of the Contract based on the prescribed set of Performance Criteria.</p> <p>Performance Criteria for renewal of Contract:</p> <table border="0"> <tr> <td>1. Quality of service delivered</td> <td>40 %</td> </tr> <tr> <td>2. Time management</td> <td>5 %</td> </tr> <tr> <td>3. Management and suitability of personnel</td> <td>25 %</td> </tr> <tr> <td>4. Contract administration and management</td> <td>25 %</td> </tr> <tr> <td>5. Provision of regular progress reports</td> <td>5 %</td> </tr> <tr> <td>Total Rating:</td> <td>100 %</td> </tr> </table>	1. Quality of service delivered	40 %	2. Time management	5 %	3. Management and suitability of personnel	25 %	4. Contract administration and management	25 %	5. Provision of regular progress reports	5 %	Total Rating:	100 %	
1. Quality of service delivered	40 %													
2. Time management	5 %													
3. Management and suitability of personnel	25 %													
4. Contract administration and management	25 %													
5. Provision of regular progress reports	5 %													
Total Rating:	100 %													

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct. Otherwise, if found false either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

Name of Company/Bidder

**Signature over Printed Name of
Authorized Representative**

Date

***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);

Technical Documents

- (b) 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**
- (c) 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**
- (d) 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**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f) Original duly signed and Notarized 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

- (g) 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**
- (h) 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

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

II. FINANCIAL COMPONENT ENVELOPE

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

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

- (l) *[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.
- (m) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Section IX. BID FORMS SECTION

List of all Ongoing Government & Private Contracts including contracts awarded but not yet started

Business Name : _____
Business Address : _____

Name of Contract/ Project Cost	Owner's Name Address Telephone Nos.	Nature of Work	Bidder's Role		Date Awarded Date Started Date of Completion	% of Accomplishment		Value of Outstanding Works / Undelivered Portion
			Description	%		Planned	Actual	
<u>Government</u>								
<u>Private</u>								
							Total Cost	

Note: This statement shall be supported with any of the following:

1. Notice of Award
2. Notice to Proceed issued by the owner; or,
3. Contract

Submitted by : _____
 (Printed Name & Signature)

Statement of Single Largest Completed Contract (SLCC)
Which is Similar in Nature

Business Name : _____

Business Address : _____

Name of Client	Date of the Contract	Kinds of Goods	Amount of Contract	Date of Delivery

Submitted by : _____
(Printed Name and Signature)

Designation : _____

Date : _____

Instructions:

- a. Cut-off date for the Contract is for the past five (5) years,
- b. The Kinds of Goods should be similar to the Supply and Delivery of Janitorial Services
- c. Include the contract as attachment

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

BID SECURING DECLARATION
Project Identification No.: *[Insert number]*

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

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

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized

representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__ at _____, Philippines.

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

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY

The Net Financial Contracting Capacity (NFCC) is computed as follows:

NFCC = K (current asset - current liabilities) minus value of all outstanding works under ongoing contracts including awarded contracts yet to be started

Where **K** = 20 for more than two (2) years

	Amount
Current Assets	
Minus: Current Liabilities	
Sub-Total	
Multiplied by Value of K	
Sub-Total	
Minus: Value of Outstanding Contracts	
NFCC	

Submitted By:

Name of the Firm/Contractor

Signature of Authorized Representative

BID FORM

Date : _____
Project Identification No. : _____

To: *[name and address of Procuring Entity]*

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

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

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Price Schedule for Goods Offered from Within the Philippines

[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page ___ of ___

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: _____

Legal Capacity: _____

Signature: _____

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

Project Title: Procurement of Janitorial Services for CY 2022 to 2025
 Project ID: _____

Breakdown of Financial Bid

BREAKDOWN DETAILS	BIDDER'S OFFER
Number of Janitors: 11 Number of days per year: 313 8 hours per day (without OT and NSD) 6 days per week	
I. DIRECT LABOR COST	
a. Daily Wage, DW (Inclusive of COLA)	
b. Average Pay Per month (DW x 313/12)	
c. 13 th month Pay (b / 12)	
d. 5 Days Incentive Pay (DW x 5/12)	
Total (b+c+d)	
II. INDIRECT LABOR COST	
a. Employee Compensation (EC)	
b. SSS Premium (SSS Circular 2020-033B)	
c. Philhealth Contribution (Employer)	
d. Pag-ibig Fund	
III. MONTHLY TOTAL DUE TO JANITOR & GOV'T (I + II)	
IV. ANNUAL TOTAL FOR 11 JANITORS (III x 12 x 11)	
V. AGENCY OR ADMIN FEE, VAT exclusive	
VI. VAT (IV + V) x 12%	
VII. ANNUAL PROVISION FOR SUPPLIES AND MATERIALS, VAT inclusive	
VIII. GRAND TOTAL (IV+V+VI+VII)	

Name of Company/Bidder	Signature Over Printed Name of Authorized Representative	Date
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Performance Securing Declaration (Revised)

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

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]
To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

*[Insert NAME OF BIDDER OR ITS
AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant*

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

Draft Contract

CONTRACT FOR JANITORIAL SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This **CONTRACT** made and entered into this _____ day of _____, 20____, in _____, Philippines, by and between:

PHILIPPINE RECLAMATION AUTHORITY (Public Estates Authority), a government instrumentality created by P.D. No. 1084, as amended, with office address at 7th & 8th Floors, Legaspi Towers 200 Bldg. 107 Paseo de Roxas St., Legaspi Village, Makati City, Philippines, represented herein by its *General Manager and CEO*, **ATTY. JANILO E. RUBIATO**, duly authorized for this purpose as per Board Resolution No. _____, Series of 2022 (**Annex “A”**) and hereinafter referred to as the **“PRA”**;

-and-

_____, a domestic corporation duly organized and existing under the laws of the Republic of the Philippines, with business address at - _____, and represented by its _____, _____, duly authorized for this purpose as per submitted Omnibus Sworn Statement (**Annex “B”**) and hereinafter referred to as the **“SERVICE PROVIDER”**.

- Collectively referred herein as **“PARTIES”** -

ANTECEDENTS:

WHEREAS, there is a need to engage the services of a competent and qualified maintenance **SERVICE PROVIDER** for the purpose of providing janitorial services at its temporary office located at Building 3, PNO Compound, Energy Center, Rizal Drive, Bonifacio Global City, Fort Bonifacio, Taguig City, the principal offices² of the **PRA**, located at 6th, 7th, 8th and 9th floors, Legaspi Towers 200 Bldg., 107 Paseo de Roxas St., Legaspi Village, Makati City and Coastal Plaza Condominium Project at Aguinaldo Boulevard – Administration Office and such other office spaces that the **PRA** may acquire later on;

WHEREAS, the PRA’s Board of Directors in its Resolution No. _____, Series of 2022, approved the bidding documents for the bidding of the PRA’s janitorial services and granted authority to the PRA’s General Manager/CEG to sign and enter into a contract with the winning bidder;

² Once renovation of the Makati Office is completed

ATTY. JANILO E. RUBIATO
General Manager & CEO
(Name of Representative)
(Position)

Witness

Witness

WHEREAS, pursuant to and in compliance with the provisions of Republic Act No. 9184, otherwise known as the “Government Procurement Reform Act” and its 2016 Revised Implementing Rules and Regulations (IRR), the *Invitation to Bid* for janitorial services was duly posted in the Philippine Government Electronic Procurement System (PhilGEPS), the **PRA**’s website and at conspicuous place within the office premises of the **PRA** from _____, 20__ to _____, 20__;

WHEREAS, after the Post-Qualification Evaluation, the bid submitted by the **SERVICE PROVIDER** was declared as the Lowest Calculated and Responsive Bid (LCRB);

WHEREAS, on _____, 20__, the **PRA** Board of Directors under its *Resolution No. _____, Series of _____*, approved the recommendation of the PRA Bids and Awards Committee (BAC) to award the Contract for **Janitorial Services** to the **SERVICE PROVIDER** in the total amount of **Philippine Pesos:** _____ - inclusive of VAT, for a period of three (3) years subject to the conditions in the Special Conditions of the Contract (SCC) and granted authority to the **PRA**’s General Manager/CEO to sign and enter into a contract with the **SERVICE PROVIDER**;

WHEREAS, a *Notice of Award* was issued on _____, 20__ to the **SERVICE PROVIDER**;

WHEREAS, the Office of the Government Corporate Counsel (OGCC) has reviewed this contract under Contract Review No. _____, series of 2022, and found this contract in order.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements (**Annex C**);
 - ii. Technical Specifications (**Annex D**);
 - iii. General and Special Conditions of Contract(**Annex E**); and
 - iv. Supplemental or Bid Bulletins(**Annex F**), if any
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted (**Annex G**);

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder’s response to request for clarifications on

the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- iii. Performance Security(**Annex H**);
 - iv. Notice of Award of Contract; and the Bidder's conforme thereto (**Annex I**); and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the winning bidder]* agrees to provide janitorial services in accordance with his/her/its Bid.
 4. The PRA agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

IN WITNESS WHEREOF, the **PARTIES** hereto have hereunto affixed their signatures this ___ day of _____, 20__ at Makati City.

**PHILIPPINE RECLAMATION
AUTHORITY**

(NAME OF SERVICE PROVIDER)

By:

By:

ATTY. JANILO E. RUBIATO
General Manager and CEO

(Name of Representative)
Position

Signed in the presence of:

FUNDS AVAILABLE:

MA. CHONA T. FLORES
Manager, Budget & Treasury Department

