

H E A D Q U A R T E R S
ARMED FORCES OF THE PHILIPPINES BIDS AND AWARDS COMMITTEE
OFFICE OF THE PHILIPPINE ARMY BIDS AND AWARDS COMMITTEE 1
Fort Andres Bonifacio, Metro Manila

# **BIDDING DOCUMENTS**

for the

# JANITORIAL SERVICES FOR HPA COMPLEX AND PARADE GROUND

JAN SVC (HPA) PABAC1 001-24

ABC: PhP5,835,393.00

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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

H E A D Q U A R T E R S

ARMED FORCES OF THE PHILIPPINES BIDS AND AWARDS COMMITTEE

OFFICE OF THE PHILIPPINE ARMY BIDS AND AWARDS COMMITTEE 1

Fort Andres Bonifacio, Taquiq City

# INVITATION TO BID FOR THE JANITORIAL SERVICES FOR HPA COMPLEX AND PARADE GROUND

- 1. The Philippine Army, through the General Appropriation Act (GAA) CY 2024 with OG10 Certification valid until FY 2024, intends to apply the sum of Five Million Eight Hundred Thirty Five Thousand Three Hundred Ninety Three Pesos (PhP5,835,393.00) being the ABC to payments under the contract for the Janitorial Services for HPA Complex and Parade Ground under JAN SVCS (HPA) PABAC1 001-24. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The Philippine Army now invites bids for the above Procurement Project. Delivery of the Goods is required **Twelve (12) months** from the receipt of Notice to Proceed (NTP) by the supplier, which date shall not be later than seven (7) days from the issuance of NTP. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
  - Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184
- 4. Prospective Bidders may obtain further information from the Philippine Army and inspect the Bidding Documents at the address given below office hours (8:00AM to 4:00PM) on weekdays only (except holidays).
- A complete set of Bidding Documents may be acquired by interested Bidders on from the given address and website(s) 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 TenThousand Pesos (PhP10,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.
- 6. The Philippine Army through PABAC1 will hold a Pre-Bid Conference on the time and date as specified below at the Office of the PABAC1, Fort Andres Bonifacio, Taguig, City and/or through video conferencing or webcasting via Zoom, which shall be open to prospective bidders. Only One (1) representative per bidder will be accommodated

on the venue. Other representatives will attend through VTC. Zoom link will be provided one hour before the start of the PRE-BID Conference

- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before the date of submission. 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 the date as specified below and at the given address below and/or through video conferencing or webcasting. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

The schedule of the bidding activities shall be as follows:

ACTIVITIES	TIME and DATE	VENUE
1. Sale and Issuance of Bidding Documents	8:00AM to 4:00PM Mondays to Fridays only starting on	Office of the PABAC1,
2. Pre-Bid Conference	30 November 2023 at 01:30 P.M.	Fort Andres
3. Submission of Bids	13 December 2023 at 01:30 P.M.	Bonifacio, Taguig City
4. Opening of Bids	13 December 2023 at 01:30 P.M. onwards	

10. The Philippine Army 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.

Tie breaking method shall be non-discretionary and non-discriminatory. The same shall be based on sheer luck or chance (Toss Coin) and in chronological order based on the submission of bids.

11. For further information, please refer to:

#### Office of the PA Bids and Awards Committee 1

Fort Andres Bonifacio, Taguig City

### **BGEN ANTONIO C ROTA JR PA**

PABAC1 Chairperson

Contact Nr. +63999-321-1164/+63977-488-0012

Telephone Nr. 845-9555 local 6891 Email address: pabacsec@gmail.com

12. You may visit the following websites:

For downloading of Bidding Documents:

- philgeps.gov.ph
- army.mil.ph

Date of	ficcue.		
Date Of	issue.		

**BGEN ANTONIO C ROTA JR PA** 

PABAC1 Chairperson

# Section II. Instructions to Bidders

# 1. Scope of Bid

The Procuring Entity, Philippine Army wishes to receive Bids for the **Janitorial Services for HPA Complex and Parade Ground under JAN SVCS (HPA) PABAC1 001-24.** 

The Procurement Project (referred to herein as "Project") is composed of **one 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 2024 in the amount of **Five Million Eight Hundred Thirty-Five Thousand Three Hundred Ninety-Three Pesos (PhP5,835,393.00).**
- 2.2. The source of funding is: National Expenditure Program CY 2024.

# 3. Bidding Requirements

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

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

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

# 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

# 5. Eligible Bidders

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

- 5.2. Foreign ownership 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 (Expendable Supplies)
- 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

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 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, exwarehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;

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

# 13. Bid and Payment Currencies

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

# 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing 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 within one hundred twenty (120) calendar days from the date of the opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

# 15. Sealing and Marking of Bids

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

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 shall be awarded as one contract.

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

# 20. Post-Qualification

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

# 21. Signing of the Contract

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

# Section III. Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be:
	a. Supply and Delivery of Janitorial Services; and
	b. Completed within five (5) years prior to the deadline for the submission and receipt of bids.
7.1	No portion of the contract or project shall be sub-contracted.
10	For foreign bidders, the equivalent document/s issued by the appropriate authority in the country of origin of the bidder concerned must be presented. If said document has no appropriate equivalent, a Certificate of Inexistence of Appropriate Foreign Equivalent may be submitted.
	The local representative of Foreign Bidders shall also submit PhilGEPS Certificate of Registration (Platinum Membership), or a Valid and Current Proof of Authority issued by the foreign bidder (in case the authorized local representative is an individual).
	In case of a Joint Venture, each JV partner shall submit the required Legal Documents.
12.1	The price of the Goods shall be quoted DDP to be delivered at HHSB, HHSG, PA Fort Bonifacio Taguig City.
	For the given project in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A 9184 and its 2016 Revised IRR. Adjustable price proposal shall be treated as non-responsive and shall be rejected.
	Extraordinary circumstances refer to events that may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon the recommendation of the Procuring Entity.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:
	a. The amount of not less than PhP116,707.86 [two percent (2%) of the ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or

	b. The amount of not less than PhP291,769.65 [five percent (5%) of the ABC], if bid security is in Surety Bond.							
	Note: The bid security shall be payable to the Procuring Entity, however, if it is in the form of a manager's check, it shall be payable to the Collecting Officer, Finance Center, PA.							
15		idder shall sub cond componen			_		otocopies	of the first
	Note:	Unsealed and original copy s	_		-		o submit t	he required
19.3	The Pro	oject shall be a	warde	d as one o	contract.			
	D	escription	Qty	Unit	U/P	A	ABC	End User
	for H an	orial Services PA Complex ad Parade Ground	1	each	5,835,393.00	5,8	35,393.00	HHSB, HHSG, PA
20.2	Post-Q	ualification Re	quiren	nents:				_
	TAB	Additional	Post (	Qualificat	ion Requireme	ents	Legal	Basis
	A	Registration Exchange Co Department o proprietorship Authority (0 equivalent do	1					vised IRR No 9184
	В	Permit issued principal plac	by the	e local go siness of	Permit or Bu overnment whe the bidder is le	ere the ocated	of RA	vised IRR No 9184
	C	Tax Clearance 398, Series of		tificate p	per Executive	Order		vised IRR No 9184
	D	Latest Income and Business Tax Returns filed and paid through the BIR Electronic Filing and Payment System (eFPS). The latest income and business tax returns are those within the last six (6) months preceding the date of bid submission.						
	Е	(6) months preceding the date of bid submission.  Latest Audited Financial Statement showing, among others, the prospective bidder's total and current assets and liabilities stamped "received" if manually filed or "attachment of system generated Transaction Reference Number and email to the system user" if electronically filed issued by the Bureau of Internal Revenue 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.	
F	Latest Audited Financial Statement	2016 Revised IRR of RA No 9184
G	Certificate from AFPPS that the bidder is not Blacklisted and has no overdue delivery if not submitted during bid opening	2016 Revised IRR of RA No 9184
Н	Certificate of Notarial Commission of the lawyer who notarized the documents submitted by the bidder or certificate from the office of the executive judge/ office of the clerk of court certifying that the notary public is appointed or commissioned for a specific period.	2016 Revised IRR of RA No 9184
Ι	Supporting documents for the Ongoing Government/Private Contracts and the Single Largest Completed Contract:  1. Notice of Award, Notice to Proceed, Contract, Purchase Order or its equivalent issued by the end-user; and  2. Certificate of Completion and/or Technical Inspection and Acceptance Committee (TIAC) Report, Sales Invoices with Official Receipts, End-User's Acceptance or its equivalent provided that the same expressly states that the Services were received in good condition.	2016 Revised IRR of RA No 9184
J	Company Profile (Organization & Affiliated	
K	Companies)  Vicinity map/location of the business	

#### FOR FOREIGN MANUFACTURER/BIDDER:

➤ The equivalent to the above-enumerated Class "A" documents issued by country or place of business, in English shall be submitted. If not in 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, all said 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; AND

**Note:** For the Local representative of the foreign bidder: It must likewise submit and present **Registration Certificate** from the Securities and Exchange Commission (SEC), Department of Trade and Industry

(DTI) for sole proprietorship, or CDA for cooperatives; and, its Valid and current **Mayor's/Business permit** issued by the local government where the principal place of business of the bidder is located.

**In case of Joint Venture** (both local and foreign manufacturers), both partners must present/submit the above documents.

# 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 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

- 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

GCC					
Clause 1	Delivery and Decuments				
1	Delivery and Documents –  For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:				
	For Goods supplied from abroad: "The delivery terms applicable to the Contract is DDP delivered at HHSB, HHSG, PA in accordance with INCOTERMS."				
	For Goods supplied from within the Philippines: "The delivery terms applicable to this Contract is DDP delivered at HHSB, HHSG, PA. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."				
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).				
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is: Logistics Section, HHSB, HHSG, PA.				
	Incidental Services –(if applicable)				
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:				
	<ul> <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> </ul>				
	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.				

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.

# **Packaging** –(if applicable)

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

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked as specified in Section 5. Packaging and Packing of the Technical Specification for this Project.

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 -

3

4

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.

The corresponding payment shall be made on a monthly basis provided that the Contractor has satisfactorily and completely delivered the materials and rendered the services under this contract in accordance with the Schedule of Requirements and Technical Specifications. Failure of the Contractor to satisfy the required services of the contract shall be grounds for termination of contract on the following quarter.

# PAYMENT USING LC MAY ONLY BE ALLOWED FOR FOREIGN SUPPLIERS.

If the Performance Security is in the form of a Surety Bond, it must be in the name of the Philippine Army/AFP, and its validity must be until the issuance by the Procuring Entity of the Certificate of Final Acceptance. The Surety Bond must be duly notarized and signed by the Supplier's authorized representative indicating therein his/her full name.

The inspections and tests that will be conducted are:

a. **Post-Qualification** involving documents validation, testing and/or manufacturer's plant visit and inspection shall be conducted by the Procuring Entity or its designated representatives (PQ Team) in order to determine the compliance to the requirements of the end-user as required in the bidding documents. Expenses incurred related hereto particularly travel and board and lodging expenses shall be borne by the Procuring Entity.

	Considering the travel restrictions brought by COVID-19 outbreak, the alternative PQI may be conducted through "table post qualification" and/or by VTC or other electronic means; and the adoption of previous PQ Reports with independent referencing even beyond six (6) months validity period.				
	Conduct of Post Qualification abroad is subject to the issued guidelines regarding Foreign Travel of Public Official/Officers during State of Calamity or Implementation of Community Quarantine or Similar Restrictions. Considering restrictions for foreign travel during the quarantine period, the Procuring Entity or PQ Team may conduct "table post qualification" within the office or utilize the Office of the Philippine Defense and Armed Forces Attaché (OPhilDAFA) of the country where the foreign bidder/proponent is based to conduct post qualification.				
	Moreover, the PQ Team will conduct validation to other government agencies if the supplier/manufacturer is Blacklisted.				
	b. Visual inspections of services rendered and accounting of cleaning materials.				
5.1	The HHSB reserves the right to replace the personnel, supplies or equipment upon sound judgment by HHSB, HHSG, PA that the same does not satisfactorily perform and achieve quality results.				
5.2	The Contractor shall replace janitors who are on leave, absent or off duty within 24 hours. Janitors who have been investigated by the authorities for the commission of illegal/criminal acts shall be replaced by the Contractor within 24 hours from the time that the Contractor was notified of said investigation, or from the time that HHSB,HHSG, PA was notified thereof, whichever is earlier.				
6	The Contractor shall replace janitors who are on leave, absent or off duty for any reason, otherwise corresponding deductions, as liquidated damages, shall be made from the billing for each day of delay				

# 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 Delivery Site. The bidder must state in the last column opposite each parameter and required delivery schedule either "Comply" or "Not Comply".

Item Nr	Description	Qty	ABC	Service Duration
1	Janitorial Services for HPA Complex and Parade Ground	1	Php 5,835,393.00	12 months

# Section VII. Technical Specifications

- 1. The Contractor shall provide, assign, and designate Twenty-Six (26) janitors including a working supervising/Head Janitor to manage the cleaning and other maintenance operations on a daily basis, from Monday to Sunday including holidays for janitorial services and ground maintenance of HPA.
- 2. The contractor shall provide quality janitorial and maintenance services as indicated in the scope of work.
- 3. The contractor shall provide different kinds of janitorial materials and equipment needed in the maintenance of building and grounds and shall be responsible in ensuring that their equipment is serviceable at all times.
- 4. All janitors shall be properly screened, interviewed, tested and trained by the contractor. Janitors shall be required to obtain clearances from Barangay, Police, NBI and security clearance from G2, HHSG and the necessary medical certificates. Copies of which shall be submitted by the contractor to the client (HHSG) together with their Bio-data.
- 5. The contractor shall provide, at its expense, all cleaning materials, tools equipment, POL requirements (XCS) and supplies necessary in the performance of the service.
- 6. The contractor shall ensure that all its employees are paid of their salaries and allowances on time.
- 7. The contractor shall prepare **and submit maintenance log and performance.**

#### **TERMS OF REFERENCE**

- 1. The janitorial services shall cover the following area:
- HPA building inclusive of ground hallways and common restrooms.
- HPA reception area including OACPA building.
- HPA parking bays and entrance/exit
- HPA Grandstand, parade ground, parking areas, jogging lane, mural and its vicinity
- HPA compound including flagpole, building, ground and its vicinity
- HPA buildings, hallways, parking, flagpole and its vicinity to the fence
- HPAG and its vicinity

# 2. Deployment of Personnel

(Work should start from 0600H to 1700H but should observe the eight-hour working time per person)

Building/Offices/Ground	Nr of Personnel	Hour of Duty per personnel 0600H-1700H
Hallway (ground floor)	2	8hrs per day
Hallway (2 <sup>nd</sup> floor)	2	8hrs per day
Restrooms (common/office- G3, G5, G9 and Conference Room)	1	8hrs per day
HPA entrance left & right wing, Bataan Monument/Murals/ Parking Areas	2	8hrs per day
HPA Lawn, HPA flagpole and Bataan Monument/ Murals	1	8hrs per day
HPA Grandstand	2	8hrs per day
Street sweeper (HPAG) and HPA Complex	2	8hrs per day
OACPA, HBAC, Commanders Lounge	1	8hrs per day
Gate 2 to Gate 3	1	8hrs per day
Gate 3 to Gate 4	1	8hrs per day
Grandstand and its vicinity	2	8hrs per day
Infront of Grandstand	2	8hrs per day
Parade Ground	2	8hrs per day
Reception area	1	8hrs per day
Grandstand to Hole 5 Murals	1	8hrs per day
Murals to Helipad until beside of Grandstand	1	8hrs per day
Pruner except trees	2	8hrs per day

- 3. The contractor shall be equipped with heavy duty janitorial and maintenance equipment.
- 4. The contractor shall replace janitors who are on leave, absent or off duty otherwise corresponding deductions shall be made from the billing for delay.
- 5. The contractor shall ensure that all its janitors are wearing the proper uniform and identification tags during their tour of duty and shall maintain a neat and presentable appearance at all times.
- 6. The contractor shall detail a working/supervising janitor during their tour of duty to periodically examine and supervise the performance of services by the janitors.

7. The contractor shall store/deposit all cleaning materials, tools, equipment and supplies necessary in the performance of the service in the storage that will be provided by the HHSG.

# **SCOPE OF WORKS**

# 1. DAILY SERVICES:

# A. HPA Building and Grandstand Maintenance;

- Sweeping, mopping & spot scrubbing of all floor area and stairs to include grandstand floor tiles.
- Vacuuming of all carpeted & dust prone areas.
- Dusting and cleaning of interior horizontal and vertical surfaces including all furniture.
- Dusting and cleaning of all mirrors, glass top, glass wall inside windows, window ledges, blind and vents of air conditioning systems.
- Removal of cobwebs and unwanted marks on walls and ceiling.
- Scooping of all sticky substance or dirt on the floor.
- Cleaning and disinfecting of toilet floors, bowls, sink urinals, commodes and wash basin at least thrice a day.
- Emptying and cleaning of ashtrays and waste paper container and the disposal of same to receptacles provided for the purpose.
- Checking and reporting busted bulb, lamps, leaking faucets, and pipelines to the Maintenance Section, Office of the HPA Building Administrator.
- Watering of ornamental plants inside the building.
- Disposing wastes in trash cans daily or as necessary at designated areas outside the building for pick-up by the garbage collector.
- Providing signs and barrier to effectively prevent any accident while the work is on process.
- Segregation of garbage as to biodegradable and non biodegradable wastes in color coded plastic bags in all areas.
- Cleaning and sanitizing telephones, water dispensers and utensils.
- Replenishing all dispensers to normal limits and ensuring that items such as tissue, deodorant cake, liquid soap, trash bags and other disposable

toiletries are available and in place during office hours, as well as during night time in case of extended activity.

# B. **Ground, Parking and Vicinity Maintenance**;

- Weeding and trimming of overgrown branches to include grass manicure.
- Conducting cultivation, fertilization, trimming, propagation, watering of ornamental plants twice a day to include lawn grasses especially during summer.
- Sweeping of sidewalks around the building to include lawn and thorough fares.
- Litter-picking within the premises along thorough areas, lawn and even on potted plants.
- Cutting and removal of dead parts of ornamental plants and trees.
- Removing all scattered and hazardous materials and putting them in proper receptacles.
- Reports to HPA Building Administrator of the existence of tree branches interfering with high tension wires.

# 2. WEEKLY SERVICES:

# A. HPA Building and Grandstand Maintenance;

- General cleaning of floor areas removing wax stains, spot scrubbing of carpets.
- General cleaning of toilets and bathrooms, to include disinfecting of toilet floors, walls, bowls, urinals, commodes and wash basins.
- Cleaning of doors, screen and window glass to include water stains from air-con outside the building.
- Dusting of light fixture, suspended from the ceiling.
- Cleaning, waxing and polishing of floor areas and counter.
- Complying with the required separation of garbage to include the proper disposal.
- Placing all indoor plants under the rain or sun on weekends or holidays and returning them to their proper places/indoors during weekdays.

- Polishing of metal signs within the building.
- Cleaning of all fire escapes, air handling units of the building.
- Spraying of anti-mosquito to air-conditioned and conference rooms before use.

# B. Ground, Parking and Vicinity Maintenance:

- Trimming of overgrown branches within the premises.
- Spraying of insecticides to ornamental plants to prevent plant disease.
- Application of disinfectant, anti-odor and anti-mosquitoes at the canals/drainage of HPA compound.
- Cleaning and washing of parking areas, parking signs.

## 3. MONTHLY SERVICES:

- Cleaning of roof and roof gutters.
- Checking and inspecting all areas of responsibility as mentioned above and making appropriate action to unfinished works as soon as possible.
- Checking and inspecting other areas that need immediate action and general cleaning of all external glasses and ledges.
- Thorough general cleaning of all areas covered by the contract.
- Cleaning of diffusers, light and other fixtures indicated by the client.

# 4. MISCELLANEOUS SERVICES:

- Assist in hauling of office furniture and equipment within the premises as maybe required by the client.
- Shall immediately report to HHSG, PA of fixtures and other building accessories which need repairs (i.e. leaking faucet and others).
- Assisting in the loading and unloading of materials for HPA use.
- Providing consultancy on ground maintenance and beautification.
- Provide other related services as so required from time to time.

# 5. MINIMUM REQUIREMENT:

The Procuring Entity will provide a storage area of all the supplies and equipment to be provided by the Contractor in carrying out its services/functions. The materials, supplies and equipment so provided cannot be pulled out anytime within the contract period. All cleaning equipment, tools, materials and supplies necessary for the specified janitorial services shall be provided by the Contractor except the cost of electricity and water consumption.

### A. EQUIPMENT

The following EQUIPMENT & TOOLS must be delivered within <u>SEVEN (7)</u> Calendar DAYS from the receipt by the Contractor of the Notice to Proceed (NTP)

NR	NOMENCLATURE	UNIT	QTY
1	Water Pail	5	Pcs
2	Extension Cord	180	mtrs
3	Water Hose	5	roll
4	Dust Pan (G1)	12	pcs
5	Floor Polisher	1	unit
6	Janitorial Cart	4	unit
7	Rolling Waste Receptacles	8	roll
8	Bolo	10	pcs
9	Grass Sheer	6	pcs
10	Glass Squeegee w/ Extension	4	unit
11	Sprayer	4	assy
12	Waste Segregation Receptacles	11	unit
13	Sickle (Karit)	20	pcs
14	Shovel	20	pcs
15	Ladder (12&24ft (A Type)	1	ea
16	Mop Squeezer with Bucket	6	unit
17	Blower (self-powered, Hvy Dy)	2	unit
18	Bush Cutter	3	unit
19	Lawn Mower Bagger Vacuum Pull Behind	1	unit
20	Static Duster	21	pcs
21	Vacuum Cleaner	2	pcs
22	Pick mattock	5	pcs
23	Water Hose Sprinkler	8	pcs
24	Lawn Rake Plastic	24	pcs
25	Scissor Pruning Shear	5	pcs
26	Crowbar	5	pcs

### **B. SUPPLIES AND CLEANING MATERIALS**

# 1. MONTHLY CONSUMABLES

The following Monthly Consumables in the following quantity must be delivered within ten (10) Calendar Days from receipt by the Contractor of the NTP and not later than the 5th day of each succeeding month.

NR	NOMENCLATURE	UNIT	QTY
1	Liquid Wax (Red)	3	Gal
2	Liquid Wax (Green)	3	Gal
3	Liquid Wax (Natural Color)	3	Gal
4	Metal Polish Cleaner	4	Can
5	Furniture Polish (500ml)	4	Can
6	Air Freshener	5	Gal
7	Powder Soap	5	Bag
8	Deodorant Cake	8	Doz
9	Mop Head	8	Pcs
10	Glass Cleaner	6	Gal
11	Trash Bags (black)	8	roll
12	Cloth (Pranela)	6	Pck
13	Cleaner Powder	6	Bxs
14	Muriatic Acid	8	ltr
15	Bleach	6	ltr
16	Hand Pads	5	Doz
17	Tissue Paper	8	Bxs
18	Liquid Disinfectant	4	Gal
19	Round Rugs	6	Kg
20	Hand Soap	4	Gal
21	Toilet bowl cleaner	8	Gal
22	Gasoline	150	Ltrs
23	Alcohol	4	Gal
24	Hand Towel	20	Pcs
25	Nylon Cord	3	kg

### 2. QUARTERLY CONSUMABLES

The following Quarterly Consumables in the following quantity must be delivered within ten (10) Calendar Days from the receipt by the Contractor of the NTP, and thereafter before the start of every quarter. Materials to be used are the following:

NR	NOMENCLATURE	UNIT	QTY
1	Scrubbing Pads	15	pcs
2	Stick Broom	10	pcs
3	Soft Broom	10	pcs
4	Polisher Brush 16x6	6	pcs
5	Plunger	8	pcs
6	Bowl Brush	8	pcs
7	Mop Handle	21	pcs
8	Fertilizer	5	kg
9	Insecticide	5	ltr
10	Flower bloomer	6	Gal
11	Catalyst	8	Gal

**C.** Proof of compliance that its janitors were duly subjected to psychological, drug, alcohol or other related tests from government accredited testing centers within 10 calendar days from receipt of NTP.

# Section VIII. Checklist of Technical and Financial Documents

	Class "A" Documents		
ГАВ			
A	Valid and updated PhilGEPS Registration Certificate (Platinum Membership) in accordance with Section 8.5.2 of the revised IRR of RA No. 9184 (updated 15 October 2023) and GPPB Resolution 15 - 2021 dated 14 October 2021.		
	Technical Documents		
В	Duly signed Statement of the prospective bidder of all its ongoing government		
Б	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. (Annex 1)		
	*The bidder may make a reservation under oath in a notarized document not to disclose the name of its client on the ground of an existing confidentiality agreement but must disclose the amount, status, kind of goods, and name of the project for purposes of validating the NFCC, subject to the full disclosure during post-qualification. In this connection, the bidder may keep the name of the client from the statement of ongoing contracts.		
C	Statement of the bidder's <b>Single Largest Completed Contract (SLCC)</b> of similar nature within the last <b>five (5) years</b> from the date of the Receipt and Opening of Bid Envelope.		
	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 of the project to be bid.		
	1) Completed at least <b>one (1) Single Similar Contract</b> equivalent to at least 50% of the ABC of the Project to be bid; or		
	* Similar contract must be supported by the following documents to be submitted during Post-Qualification:		
	<ol> <li>Notice of Award, Notice to Proceed, Contract, Purchase Order or its equivalent issued by the end-user; and</li> <li>Certificate of Completion and/or Technical Inspection and Acceptance Committee (TIAC) Report, Sales Invoices with Official Receipts, End-User's Acceptance or its equivalent provided that the same expressly states that the Goods were received in good</li> </ol>		

D The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) (Annex 3-A): or A Committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation (Annex 3-B). \* Should the bidder opt to submit NFCC, computation must be at least equal to the ABC to be bid, calculated as follows. NFCC = [(Current assets minus current liabilities) (15)] minus the value of all ongoing contracts, including awarded contracts yet to be started. \* The values of the domestic bidder's current assets and current liabilities shall be based on the latest Annual Income Tax Return and Audited Financial Statements filed thru eFPS \* For foreign bidders, the value of the current assets and current liabilities shall be based on their latest Audited Financial Statements (AFS) prepared in accordance with international reporting standards. The NFCC computation shall be expressed in Philippine Peso based on the prevailing exchange rate as published in the BSP reference rate bulletin on the date of preparation of the AFS. \* If the prospective bidder opts to submit a Committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC of the project issued by local universal or commercial bank. The amount of Committed Line of Credit must be Machine Validated. Class "B" Documents Duly signed Joint Venture Agreement (JVA) in case the joint venture is already  $\mathbf{E}$ in existence; or In the absence of a JVA, duly Notarized Statement/s 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. Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security; or In case JVA is not applicable, the bidder must submit a duly signed **Statement** stating that JVA is not applicable in lieu of the foregoing (Annex 4). \*Note: The JVA should be specific to the project including the purpose and all supporting documents related thereto. F Bid security in the prescribed form, amount and validity period; or a Notarized **Bid Securing Declaration (Annex 5).**  $\mathbf{G}$ Conformity with the Schedule of Requirements (Annex 6-A).

Certificate of Replacement for Defective Items (Annex 6-B).

H Certificate from Armed Forces of the Philippines Procurement Service (AFPPS) that the Bidder is **not Blacklisted and has no overdue delivery**; or

In the absence of the said Certificate, the Bidder shall submit a proof of application of the same stamped received by AFPPS if manually filed, or acknowledged received by the AFPPS through its official email address:afppsthree@gmail.com if electronically filed.

\*Note:

- In case of Joint Venture, each JV partner shall submit the Certificate.
- I Notarized Omnibus Sworn Statement (Annex 7).
- J Proof of Authority of the designated representative/s for purposes of the bidding

### For Local Bidder:

- a. **Duly notarized Special Power of Attorney** For Sole Proprietorship if owner opts to designate a representative/s; OR
- b. **Duly notarized Secretary's Certificate** evidencing the authority of the designated representative/s, issued by the corporation, cooperative or the members of the joint venture.

# For Foreign Bidder:

- a. Valid and Current Written Appointment of the Philippine based company (as local representative of foreign manufacturer) issued by the foreign bidder. The written appointment must include detailed scope of responsibility of the local representative. A Certified True Copy of the Written Appointment may be submitted subject to the presentation of the original document during post qualification; AND
- b. **Duly Notarized authorization of the duly registered Philippine-based company representative** (e.g. Secretary's Certificate for Corporation, Special Power of Attorney for Sole Proprietor) with specimen signature of the authorized representative to transact with PA/AFP including address, telephone number, mobile phone number, and email address;

OR

c. In case the authorized local representative is an individual (citizen of the Philippines), a Valid and Current Written Appointment of the said individual as the local representative issued by the foreign bidder must be submitted. The written appointment must include detailed scope of responsibility of the local representative with specimen signature of the authorized representative to transact with PA/AFP, including address, telephone number, mobile phone number, and email address. A Certified True Copy of the Written Appointment may be submitted subject to the presentation of the original document during post

	qualification.

II. FIN	ANCIAL COMPONENT ENVELOPE										
TAB	<u>Financial Documents</u>										
A	Bid Form for the Procurement of Goods (Annex 8-A)  Duly signed and accomplished Financial Bid Form (Annex 8-B)										
В	Duly signed and accomplished Price Schedule(s) (Annex 9)										

### **Bidding Forms**

Bidding Forms	Annex Nr
Statement of All On-going Government and Private Contracts including Contracts Awarded but not yet started, if any.	Annex 1
Statement of Single Largest Similar Completed Contract within the last five (5) years from date of submission and receipt of bids equivalent to at least twenty-five (25%) of the ABC	Annex 2
Certificate of Net Financial Contracting Capacity (NFCC)	Annex 3-A
Sample Form for Committed Line of Credit	Annex 3-B
Statement that JVA is not applicable	Annex 4
Bid Securing Declaration	Annex 5
Conformity with the Schedule of Requirements	Annex 6-A
Certificate of Replacement for Defective Items	Annex 6-B
Omnibus Sworn Statement	Annex 7
Bid Form for the Procurement of Goods	Annex 8-A
Duly signed and Accomplished Financial Bid Form	Annex 8-B
Bid Prices and applicable Price Schedules	Annex 9

#### (COMPANY LETTERHEAD)

### Janitorial Services for HPA Complex and Parade Ground Bid Ref. No. JAN SVCS (HPA) PABAC1 001-24 Approved Budget Contract: PhP5,835,393.00

Statement of **All On-going Government and Private Contracts** including Contracts Awarded but not yet started, if any. In case the supplier has no on-going government or private contract, indicate none on the space provided.

1. All On-going Government Contracts

		1111 011 8	3111 <b>6</b> 00 (								
Name Contract	of	Date of Contract	Kinds of Goods	Value of Contract	Status of Contract	Date of Delivery	Order,	Value of Outstanding Contract			
TOTAL											
Total Value of Outstanding Contract:											
	2. All On-going Private Contracts										

Name Contract	of	Date of Contract	Kinds of Goods	Value of Contract	Status of Contract	Date of Delivery	Order,	Value of Outstanding Contract
TOTAL								

Total Value of Outstanding Contract:								
CERTIFIED CORRECT:								
Name & Signature of Authorized Representative								
	Positi	ion						
	Dat	 e						

### (Company Letterhead)

### Janitorial Services for HPA Complex and Parade Ground Bid Ref. No. JAN SVCS (HPA) PABAC1 001-24 Approved Budget Contract: PhP5,835,393.00

Statement of Single Largest Similar Completed Contract within the last five (5) years from date of submission and receipt of bids equivalent to at least fifty percent (50%) of the ABC

Name of Contract	Date of Contract	Kinds of Goods	Value of Contract	Date of Delivery	End-User's Acceptance or Official Receipts

CE	ERTIFIED CORRECT:	
————— Name & Signa	uture of Authorized Repre	esentative
	Position	
	 Date	

Annex 3-A

### CERTIFICATE OF NET FINANCIAL CONTRACTING CAPACITY

(Please show figures at how you arrived at the NFCC)

Dogga	This is to certify that our <b>Net Financial Contracting Capacity (NFCC)</b> is <b>Philippine</b>
bidding	( P) which is at least equal to the total ceiling price we are g.
	The amount is computed as follows: NFCC= (CA-CL) (K)-C
	Where:  CA = Current Assets
	CL = Current Liabilities K = 15
	C = value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract for this Project
	Issued this day of, 2023.
	CERTIFIED CORRECT:
	Name & Signature of Authorized Representative
	Position
	 Date

Annex 3-B

### (Name of Bank) COMMITTED LINE OF CREDIT

Date:	
ARMED FORCES OF THE PHILIPI OFFICE OF THE PHILIPPINE A Fort Andres Bonifacio, Metro Man	RMY BIDS AND AWARDS COMMITTEE
rott mares boilinacio, metro man	
PROJECT	·
COMPANY/FIRM	· ·
ADDRESS	:
BANK/FINANCING INSTITUTION	:
ADDRESS	;
AMOUNT	:
indicated above, commits to provide above-mentioned Contract, a credit	the (Supplier/Distributor/Manufacturer), if awarded the line in the amount specified above which shall be be a stranger of the above-mentioned contract subject to our
	nilable on the date of the submission of bid by the nd such line of credit shall be maintained until the project
in connection with the bidding requ	ned in favor of said (Supplier/Distributor/Manufacturer) irement of (Name of Procuring Entity) for the above- nat any false statements issued by us make us liable for
	annot be terminated or cancelled without the prior written LIPPINE ARMY BIDS AND AWARDS COMMITTEE.
Name and Signature of Authorized Fi	nancing Institution Office
Official Designation	
Concurred By:	
Name & Signature of (Supplier/Distri	butor/Manufacturer's) Authorized Representative
Official Designation	

6	SCR	IBED	AND SWORN TO BEFORE ME this						day of			
	,	Phil	ippines	s. Affia	nt e	xhibited t	o me his/	her con	npetei	nt Evidence of	identity	as
defined	by	the	2004	Rules	on	Notarial	Practice	(A.M.	No.	02-8-13-SC),	issued	on
				at				·				
								N	OTAI	RY PUBLIC		
Doc No	:											
Page No	):	_										
Book No	o:											
Series o	f:											

# (Company Letterhead) Janitorial Services for HPA Complex and Parade Ground Bid Ref. No. JAN SVCS (HPA) PABAC1 001-24 Approved Budget Contract: PhP5,835,393.00

This is to certify that		(name of bide	ler)	will be	will be participating <b>wit</b> l				
a joint venture part	<b>ner</b> in the prod	curement of	<u>(n</u>	ame of project	ct)	<u> </u>			
Further, the <b>Applicable</b> for the ab	•	acknowledges ed project.	that <b>Jo</b> i	int Venture	Agreement	is	Not		
	C	CERTIFIED CO	ORRECT	:					
	Name & Sign	nature of Autho	orized Rej	presentative					
		Position	$\overline{n}$	<del>-</del>					
		 Date							

	Annex 5
Name of Project: Public Bidding Nr: ABC:	
BID-SECURING DECLARATI	ON
REPUBLIC OF THE PHILIPPINES) CITY OF	
BID-SECURING DECLARATION Invitation to Bid/Request for Expression of Interest No. 1: (Ins	sert reference 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, be Security, which may be in the form of a Bid-Securing Declara	11
2. I/We accept that: (a) I/We will be automatically discontract with any procuring entity for a period of two (2) years to Order; and (b) I/We will pay the applicable fine provided under the Use of Bid Securing Declarations, within fifteen (15) declarand by the procuring entity for the commission of acts result bid securing declaration under Sections 23.1 (b), 34.2, 40.1 and of RA 9184; without prejudice to other legal action the government.	upon receipt of your Blacklisting or Section 6 of the Guidelines on ays from receipt of the written ulting to the enforcement of the 169.1, except 69.1 (f) of the IRR
3. I/We understand that this Bid-Securing Declaration following circumstances:	shall cease to be valid on the
a) Upon expiration of the bid validity period, or any ext	ension thereof pursuant to your
request; b) I am/we are declared ineligible or post-disqualified upon effect, and (i) I/We failed to timely file a request for consider to avail of said right;	± *
c) I am/were declared as the bidder with the Lowe Bid/Highest Rated and Responsive Bids, and I/We have furnand signed the Contract.	•
IN WITNESS WHEREOF, I/We hereunto set my/our hand/s th (Year) at (Place of Execution).	is day of (Month)
NAME OF BIDDERS AUTHO (Insert signatory' <b>AFFIA</b>	s legal capacity)
SUBSCRIBED AND SWORN TO BEFORE ME this, Philippines. Affiant exhibited to me his/her con	-

defined	by	the	2004	Rules at	on	Notarial	Practice	(A.M.	No.	02-8-13-SC),	issued	on
								N	OTAI	RY PUBLIC		
Doc No	:											
Page No	):	_										
Book No	o:											
Series of	f:											

### Annex 6-A

### **SCHEDULE OF REQUIREMENTS**

### **Janitorial Services for HPA Complex and Parade Ground**

PABAC Reference No.: JAN SVCS (HPA) PABAC1 001-24

Nr	Description	Qty	Unit	Service Duration	Comply/Not Comply
1	Janitorial Services for HPA Complex and Parade Ground	1	PhP 5,835,393.00	12 months	

	Name of Company/Bidder
Ciana	ature Over Printed Name of Representative

Annex 6-B

### (Bidder's Company Letterhead)

### Janitorial Services for HPA Complex and Parade Ground Approved Budget Contract: PhP5,835,393.00

### CERTIFICATE OF REPLACEMENT FOR DEFECTIVE ITEMS

(Comp	I/We, anv/Bidder				Capacity) t should we be					
					s upon receip					
six (6)		further certifi om the date	•	oods to	be delivered	l have be	en manu	factured	not more	e than
project		ification sha	ll form part o	of the T	Technical Red	quiremen	ts for the	afores	aid procur	ement
	Issued th	isda	y of	_ 2023	in	_, Philipp	ines			
Name o	of Compan	y (Bidder)	-		Full Name of	f Authoriz	ed Repre	esentati	ve	
Addres	S		-		Signature of	Authorize	ed Repre	sentativ	/e	
Tel. No	./Fax		-		E-mail Addre	ess				_

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

[shall be submitted with the Bid]

DEDITION OF THE DITH IDDINES (		

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.

#### [Jurat]

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

			EREOF, I ilippines.	l have her	eunto se	t my hai	nd this _	_ day of	, 20
				Bidder	's Repres	sentative	e/Author	ized Sign	atory
	by the	lippines 2004	s. Affiant of Rules or	exhibited t	o me his/ Practice	her comp (A.M.	petent Ev	vidence of	at identity as issued on
						NO	TARY P	UBLIC	
Doc No: Page No Book No Series of	: : -								

Annex 8-A

### **Bid Form for the Janitorial Services**

[shall be submitted with the Bid]

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 theGoods] 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 otherbid modifications in accordance with the Price Schedules attached herewith and made part ofthis 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:

Name and address Amount and Purpose

of agent Currency Commission or

- a. to deliver the goods in accordance with the delivery schedule specified in the Scheduleof 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 bindingupon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner: Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

gratuity			
(if none, stat	te "None") <i>]</i>		

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].

	nowledge that failure to sign each ar chedule of Prices, shall be a ground fo	nd every page of this Bid Form, including or the rejection of our bid.
Name:	Legal capacity:	Signature:
Duly authorize	ed to sign the Bid for and behalf of	: Date:

Annex 8-B

# (Bidder's Company Letterhead) Janitorial Services for HPA Complex and Parade Ground Approved Budget Contract: PhP5,835,393.00

### **FINANCIAL BID FORM**

Nr	Description	Duration	ABC (Pesos)	Bidder's Proposal
1	Janitorial Services for HPA Complex and Parade Ground	12 months	Php 5,835,393.00	

Name	of Company (in print)
Signature of	of Company Representative
Name o	& Designation (in print)

Annex 9 FORM NO. 1

## (Bidder's Company Letterhead) Janitorial Services for HPA Complex and Parade Ground Approved Budget Contract: PhP5,835,393.00

### For Goods Offered From Abroad

١	Name of Bi	dder			Invitation to Bid <sup>1</sup> NumberPage of				
_				·					
1	2	3	4	5	6 Total CIF or CIP price per item (col. 4 x 5)	7 Unit Price Delivered at Place (DAP)	8 Unit price Delivered Duty Paid (DDP)	9 Total Price -(if DAP col 4X7) -(If DDP col 4X8)	
Item	Description	Country of origin	Qty	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)					
	Note: If the applicable.	e partic	ular c	column is not ap	plicable ind	icate <b>dash</b> (	(-) or zero	( <b>0)</b> , as	
_		[signa	ature]		[in the capacity of]				
Duly authorized to sign Bid for and									

<sup>&</sup>lt;sup>1</sup> If ADB, JICA and WB funded projects, use IFB.

Annex 9 FORM NO. 2

### (Bidder's Company Letterhead)

### Janitorial Services for HPA Complex and Parade Ground Approved Budget Contract: PhP5,835,393.00

### For Goods Offered from Within the Philippines

	Name of	Bidder			Invitation to Bid <sup>2</sup> Number . Page of						
					•						
1	2	3	4	5	6	7	8	9	10		
Item	Description	Country of origin	Quantity	Unit price EXWPER item	Transportati on and Insurance 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)		
	Note: If the particular column is not applicable indicate dash (-) or zero (0), as applicable.										
	[signature]					-					
	Duly authorized to sign Bid for and on behalf of										

\_

<sup>&</sup>lt;sup>2</sup> If ADB, JICA and WB funded projects, use IFB.

