PHILIPPINE BIDDING DOCUMENTS

Procurement of
Janitorial Services for the DFA Main
Building, OCA-ASEANA and
Consular Offices for the period
01 January 2024 to 30 September 2024

(EARLY PROCUREMENT ACTIVITY)
PB-GS-35-2023-EP4

Sixth Edition July 2020

Preface

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

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

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

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

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the "name of the Procuring Entity" and "address for bid submission," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract,

Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

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

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Glossary of Acronyms, Terms, and Abbreviations

ABC - Approved Budget for the Contract.

BAC - Bids and Awards Committee.

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

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

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

BIR - Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF - Cost Insurance and Freight.

CIP - Carriage and Insurance Paid.

CPI - Consumer Price Index.

DDP - Refers to the quoted price of the Goods, which means "delivered duty paid."

DTI – Department of Trade and Industry.

EXW - Ex works.

FCA - "Free Carrier" shipping point.

FOB - "Free on Board" shipping point.

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

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

GFI - Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB - Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

LGUs - Local Government Units.

NFCC - Net Financial Contracting Capacity.

NGA - National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC - Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN - United Nations.

Section I. Invitation to Bid

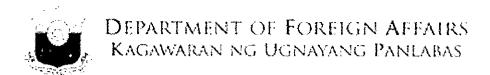
Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 Revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (e.g., the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



INVITATION TO BID FOR THE Procurement of Janitorial Services for the DFA Main Building, OCA-ASEANA and Consular Offices for the period 01 January 2024 to 30 September 2024

- 1. The Department of Foreign Affairs, through the National Expenditure Program for FY 2024, intends to apply the sum of Thirty Million Two Hundred Fifty Thousand Pesos (PhP 30,250,000.00) only being the Approved Budget for the Contract (ABC) to payments under the contract for the Procurement of Janitorial Services for the DFA Main Building, OCA-ASEANA and Consular Offices for the period 01 January 2024 to 30 September 2024 with project number PB-GS-35-2023-EP4. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The Department of Foreign Affairs now invites bids for the above Procurement Project. Delivery of the Goods is required by 01 January 2024. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
- 4. Prospective Bidders may obtain further information from the Department of Foreign Affairs and inspect the Bidding Documents at the address given below during Mondays to Fridays, 8:00 A.M. to 5:00 P.M.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on 21 November 2023 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 PhP 25,000.00. The Procuring Entity shall allow the bidder to present its proof of payment for the fees through electronic means by sending an email at bac.secretariat@dfa.gov.ph.



6. The DFA-BAC has scheduled the following activities for the said Project:

Pre-bid	Deadline for Submission and Receipt of Bids	Bid Opening	Post Qualification
28 November 2023,	12 December 2023,	12 December 2023,	15 December 2023,
Tuesday, 1:30 P.M.	Tuesday, 12:00 P.M.	Tuesday, 2:00 P.M.	Friday, 10:00 A.M.

Note: All Procurement Activities, except for the submission of bids shall be conducted through Online Video Conference

The Department of Foreign Affairs will hold a Pre-Bid Conference on 28 November 2023, Tuesday, 1:30 P.M. through video conferencing which shall be open to prospective bidders.

- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before 12 December 2023, Tuesday, 12:00 P.M. 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 12 December 2023, Tuesday, 2:00 P.M. via *online video conferencing*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. The Department of Foreign Affairs 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:

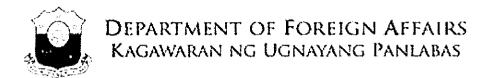
DFA-BAC Secretariat
Department of Foreign Affairs 12th Floor,
DFA Main Building
2330 Roxas Boulevard, Pasay City 1300
Tel. No. 8834-4060 or 8834-4823

Email address: bac.secretariat@dfa.gov.ph

12. You may visit the following websites for downloading of Bidding Documents: https://dfa.gov.ph/transparency-dfa/procurements.

20 November 2023

Sulpicio M. Confiado
Assistant Secretary and
BAC Chairperson



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 - 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 Department of Foreign Affairs and inspect the Bidding Documents at the address given below during Mondays to Fridays, 8:00 A.M. to 5:00 P.M.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on 21 November 2023 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 PhP 25,000.00. The Procuring Entity shall allow the bidder to present its proof of payment for the fees through electronic means by sending an email at bac.secretariat@dfa.gov.ph.

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, the Department of Foreign Affairs wishes to receive Bids for the Procurement of Janitorial Services for the DFA Main Building, OCA-ASEANA and Consular Offices for the period 01 January 2024 to 30 September 2024, with identification number PB-GS-35-2023-EP4.

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 FY 2024 in the amount of Thirty Million Two Hundred Fifty Thousand Pesos (PhP 30,250,000.00) only.
- 2.2. The source of funding is NGA, the National Expenditure Program.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

- 5.2. Foreign ownership 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 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

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 online video conference 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:
 - 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.
- 13.2. Payment of the contract price shall be made in Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until [indicate date]. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring 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:
 - Option 1 One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 Revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be services for the cleaning of its indoor and outdoor facilities from a professional janitorial services company, completed within five (5) years prior to the deadline for the submission and receipt of bids.
7.1	N/A
12	The price of the Goods shall be quoted DDP Philippines or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than PhP 605,000.00, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or
i L	b. The amount of not less than PhP 1,512,500.00 if bid security is in Surety Bond.
19.3	As indicated in the TOR.
20.2	As indicated in the TOR.
21.2	As indicated in the TOR.

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special 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

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause			
	Delivery and Documents -		
	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 [indicate name(s)].		
	Incidental Services – The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:		
	 a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and 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. f. As stated in the TOR. 		
	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 specified in the TOR.

Spare parts or components shall be supplied as promptly as possible, but in any case, as specified in the TOR.

Packaging -

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

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional

requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity

Name of the Supplier

Contract Description

Final Destination

Gross weight

Any special lifting instructions

Any special handling instructions

Any relevant HAZCHEM classifications

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

Transportation -

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

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

Where the Supplier is required under Contract to deliver the Goods CIF. CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure. The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to

have passed to the Procuring Entity until their receipt and final acceptance at the final destination.

Intellectual Property Rights -

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

Regular and Recurring Services -

The contract for regular and recurring services shall be subject to a renewal whereby the performance evaluation of the service provider shall be conducted in accordance with Section VII. Technical specifications.

- 2.2 The terms of payment are stated in the TOR.
- 4 The inspections and tests that will be conducted are stated in the TOR.

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				

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Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (e.g. production/delivery schedule. manpower requirements. after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items. materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such

standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "or at least equivalent." References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

In case of Renewal of Regular and Recurring Services, the Procuring Entity must indicate here the technical requirements for the service provider, which must include the set criteria in the conduct of its performance evaluation.

Technical Specifications

Procurement of Janitorial Services for the DFA Main Building, OCA-ASEANA and Consular Offices for the period 01 January 2024 to 30 September 2024

l.	Background	
	The Department of Foreign Affairs (DFA) intends to procure cleaning of its indoor and outdoor facilities from a profeservices company.	
II.	Objective	
	To provide a safe and clean workspace for the Department securing outsourced professional janitorial services that use environment-friendly cleaning tools and procedures.	
		Statement of Compliance
III.	General	
	The Contractor shall conduct services in the following areas:	
	1. DFA Main Building. Areas included within the DFA	
	premises:	
	a. DFA Main Building	
	b. Apron Building	
	c. South Wing Annex	
	d. Basement	
	e. Sub-basement f. Old Authentication Building	
	g. Basketball Court	
	h. Parking Plaza	
	i. Sewage Treatment Plant (STP)	
	j. Waste Segregation Area	
	k. Greenhouse and Gardens	
	l. Driveways	
	m. Areas along the Perimeter Wall - These areas are	
	situated along Roxas Blvd and Roberts Street.	s

		
	Please note that the Foreign Service Institute premises and the DFA Library are excluded from this	
	description.	
	·	
	Address: 2330 Roxas Blvd., Pasay City Lot Area: 12,200 sq.m.	
	Building Area : 46,550.27 sq.m.	
	No. of floors: 13 floors (North wing), 5 floors	
:	(Apron), 6 floors (South Wing Annex) and 2 basements. Basketball court with an area of	
	1,800 sq.m	
	DFA OCA-Aseana Building and near its premises (including STP).	
	Address: Corner Bradco Avenue & Pres. Diosdado Macapagal Blvd., Aseana Business Park, Brgy.	
	Tambo, Parañaque City	
	Lot Area : 3,269.53 sq.m. Building Area: 7,802 sq.m.	
	No. of floors: 4 floors.	
	3. Consular Offices (COs) in the Philippines	
	4. DFA Mindanao	
	4. DFA WIIIUdiido	
	DFA Temporary leased area during the DFA Main building retrofitting project.	
IV.	Personnel assignment and schedule summary; and Specific Duties and Responsibilities	
	The Contractor and its personnel shall comply with the	
	Personnel assignment and schedule specific duties and responsibilities as provided in Annexes A, B and C-6.	
	The Department reserves the right to change and amend the personnel assignment and duties during the duration of the	
	Contract.	
V.	Contractor's Obligations:	
	The Contractor shall:	

- 1. Certify that its janitorial service personnel are properly oriented/trained on proper janitorial protocols;
- 2. Ensure that its janitorial service personnel shall:
 - a. Have undergone basic orientation on gender sensitivity, office decorum, and anti-sexual harassment policies; and
 - b. Have passed a competency exam to determine technical capability. Each janitorial personnel must have a Certificate of Competency issued by TESDA (Completion of the competency requirements under the Philippine Technical-Vocational Education and Training (TVET) Qualifications and Certification System;
- 3. Submit the above mentioned certification/s to the Department prior to the deployment of the janitorial service personnel.

Observance of Government Regulations

- 1. Ensure the prompt payment of wages and timely remittance of all government-mandated contributions of its janitorial service personnel, particularly Social Security System (SSS), Pag-IBIG and PhilHEALTH.
- 2. Pay slips must be issued regularly to employees;
- 3. Comply with all Philippine labor laws, rules, and regulations, including Department of Labor and Employment (DOLE) Department Order (D.O.) 18-A, series of 2011, and D.O. 174, series of 2017, as applicable, and provide valid certification/registration of the applicable D.O.;
- 4. No pending case prior to the opening of bids;
- 5. All certifications proving compliance shall be attached in the Bid Documents. All certifications must be valid prior to the opening of bids.
- 6. The Contractor will undergo regular evaluations to ensure compliance with government regulations,

including labor laws, and adherence to contractual obligations throughout the duration of the contract.

Miscellaneous Equipment and Supplies

- Provide an accurate attendance system, preferably automated, for the time in/ out record of the janitorial service personnel, to be installed at the DFA Main Building and in DFA Aseana;
- Provide its own one (1) unit of photocopying machine with one (1) year supply of photocopying paper to be placed at the Janitorial field office in the DFA Main Building for printing of documents necessary for operations and billing purposes;
- 3. Provide a delivery truck to transport supplies from DFA Main building to DFA leased premises, DFA Aseana building and other COs within Metro Manila, including transport of Furniture, Fixtures and Equipment (FFE) and construction materials from DFA Main building to DFA Aseana building; on-call delivery truck to transport various materials from DFA Main Building to OCA-Aseana Building, or vice versa;
- 4. Provide cleaning supplies, tools and equipment, not mentioned in the contract or Annexes C-2, C-3, C-4 and C-5 if the need arises, at no additional cost to the Department. The supplies must be environment-friendly and non-hazardous to health;
- 5. Provide its janitorial service personnel with proper personal protective equipment relevant for their tasks, such as but not limited to, gloves and masks for those handling garbage and other refuse;
- Provide at least three (3) sets of custom-fit prescribed uniforms, free of charge, for all its janitorial service personnel which should be worn together with proper ID at all times. The Contractor shall require janitorial service personnel to wear only prescribed uniforms for all days of the week;
- 7. In no case shall the janitorial service personnel be allowed to stay within the Department's premises after their regular duty, unless deemed necessary by their Supervisor or OAMSS' Head of the Sanitation Section

or with the approval of the Administrative Officer (AO) of the concerned office. Documentation Submit, upon award and/or before the signing of the contract, the following: a. The résumés, valid NBI Clearance, Police Clearance and Medical Certificates of janitorial service personnel, including relievers, to the OAMSS' Head of the Sanitation Section: b. The entire janitorial service personnel's updated health certificates with vaccination especially for Hepatitis B and other communicable but preventable diseases; and c. A certification that its janitorial service personnel under this contract are its regular employees. 2. Submit at the end of the month the consolidated time records of the janitorial service personnel assigned at the DFA Main building and DFA Aseana Building to the OAMSS-Engineering Maintenance and (OAMSS-EMD) Head and Head of Sanitation Unit for certification and signature. For those assigned at SOs and COs, the respective Officers-in-Charge (OICs) and/or AOs shall certify the DTR of each janitorial service personnel. 3. Submit at the end of each week to the Head of the Sanitation Unit for evaluation, the daily quality of services checklist, accomplished by the Contractor's supervisor upon conduct of daily spot checks. **Delivery/Supplies** 1. Have a prepared Delivery Receipt to be presented and countersigned by the assigned guard on duty at any of the DFA gates during deliveries of janitorial supplies to the DFA Main Building. For the delivery of supplies at DFA Aseana from DFA Main Building, Delivery personnel should present a Gate Pass signed by the Head of Sanitation Unit, EMD Head, and Intelligence

and Security Unit (ISU) Representative;

2	2. Ensure that, every end of the month, all unconsumed supplies are removed from storage room #1 (Issuance) for transfer to storage room #2 (Stock Room), while newly delivered supplies are to be placed in storage room #1;
3	3. Provide the necessary supplies as indicated in the schedule in Annexes C-2, C-3, C-4 and C-5. The supplies shall be subject to inspection upon delivery and spot audit/verification by the Office of Financial Management Services-Financial Resources Management Division (OFMS-FRMD);
<u> </u>	Delivery procedures for leased premises will be subject to addendum to the contract;
	5. Provide Official Receipt (OR) or its equivalent for the supplies of COs. Request a certificate of inspection and acceptance from the OICs or Property Officer for the delivered supplies.
Oth	ners
	I. Coordinate on a regular basis with the OAMSS' Head of the General Services Section for purposes of receiving feedback on the janitorial service personnel's performance;
2	2. Coordinate and report to OAMSS-EMD change in manpower schedule for proper coordination with the DFA office. OAMSS-EMD has the right to change any manpower schedule and re-assign janitorial personnel nationwide;
	3. Supervisors assigned in the project must conduct daily inspection and report on all the areas assigned to the janitor personnel, which includes but is not limited to offices, common areas, record rooms, storage rooms, toilets, conference rooms and pantries.
	4. Ensure that its janitorial service personnel shall:

- Report to OAMSS-EMD all broken fixtures in the comfort rooms, hallways and stairs, and other observations, which require immediate attention;
- b. Remain at their assigned stations during assigned work hours. No loitering shall be tolerated;
- c. Proceed to the rest area provided or designated by the Department during break time;
- d. Use the facilities of the Department properly in accordance with the facilities' intended use (e.g. dishes should not be washed in the comfort rooms, mops should not be washed at the urinals and washbasins, etc.);
- e. Strictly use only the stairs, the elevators at the South Wing Annex and the service elevator of the main building;
- f. Inform their supervisor in case of absence prior to the day of scheduled absence;
- g. Have a designated reliever when they file for leaves;
- h. Be subject to reshuffling every quarter of the year or as often as necessary. Concerned offices which may want to retain their respective assigned janitorial personnel must submit written request from the Administrative Officer to OAMSS-EMD;
- Be subject to search, every time they enter and leave the premises, by security guards as precaution or deterrence against property losses; and

Increase of wage, premium/contribution, overtime payment and other miscellaneous expenses.

The Contractor must include in the bid proposal/cost breakdown contingencies (of three percent, 3%) for wage increase, premium/contribution increase, overtime payment and other miscellaneous expenses for the duration of the contracting compliance with labor laws and additional guidelines on procurement of janitorial services as provided in GPPB Resolution 24-2007.

The Contractor shall submit during the contract implementation the cost breakdown and other justifications for payment requirements such as but not limited to wage orders, increase in premiums/contributions, etc.

VI. | Contractor's Qualifications

The Contractor must have existed as an agency offering janitorial services for at least five (5) years from the date of the opening of bids, and must have all the appropriate permits to engage in such business.

The Contractor shall be compliant with all government regulations pertaining to labor laws and standards, and submit current clearances from DOLE, SSS, PhilHEALTH and PagIBIG to show its compliance, as part of its qualification.

Additional set of Technical Parameters are as follows:

- 1. Stability
 - a. Years of Experience
 - b. Organizational set-up
- 2. Resources
 - a. No. of Kinds of Equipment and Supplies
 - b. No. of Janitors and Supervisors
- 3. Other factors
 - a. Recruitment and Selection Criteria
 - b. Completeness of Uniforms and Other Paraphernalia

VII. Penalties

In case of Contractor's failure to deliver the supplies and services in the quantity and schedule specified in Annex C-2, C-3, C-4 and C-5, the Department, at its discretion, shall either:

- Withhold payment to the Contractor until the latter has delivered the stipulated quantity of supplies as verified by the OFMS-FRMD, or
- b. Apply the appropriate deduction to the payment due to the Contractor for a particular period based on the prevailing market value of the items.

VIII. Reservation

The Department reserves the right to amend the Contract in the event that retrofitting of the DFA main building is

	implemented and when new COs are opened. Thus, all charges applicable to the main building, as reflected in the Contractor's cost breakdown, shall be deducted from the monthly billing. For this purpose, the Contractor shall provide a price breakdown, as indicated in Annex C-1, (price breakdown), of its offer reflecting those for DFA Main Building, , DFA OCA-Aseana, Consular Offices (CO), DFA Mindanao and DFA Main temporary office as indicated in Annex C-2, C-3, C-4 and C-5 (supply cost).
IX.	Contract Duration
	The Contract shall commence on 01 January 2024 and end on 30 September 2024.
X.	Confidentiality Clause
	The Contractor shall ensure that each of its personnel assigned to the Department shall execute and sign a Non-Disclosure Agreement which is to be submitted to the Department prior to the commencement of the service.
XI.	Terms of Payment
	 The Contractor shall submit monthly billings on the first week of the following month, based on consumption of supplies and services rendered. Payment of janitorial services shall be based on the
	actual number of days as reflected in the DTR of personnel. The daily schedule of janitorial services shall be from Monday to Saturday. During regular and special holidays, the Contractor shall not require their personnel to report to work. The Department shall not be obliged to pay the services rendered during regular and special holidays unless otherwise instructed in writing by OAMSS.
	Provision on overtime and holiday pay rates during these circumstances should be considered in the Bid Price.
	4. The Contractor shall be paid within thirty (30) working days upon the submission of the sales invoice and

- complete supporting documents through List of Due and Demandable Accounts Payable (LDDAP).
- 5. All payments shall be inclusive of all applicable taxes and other lawful charges

Note:

Bidder must state compliance to each of the provisions in the Terms of Reference/Technical Specifications, as well as to the Schedule of Requirements. The Statement of Compliance must be signed by the authorized representative of the Bidder, with proof of authority to sign and submit the bid for and in behalf of the Bidder concerned. If the Bidder is a joint venture, the representative must have authority to sign for and in behalf of the partners to the joint venture. All documentary requirements should be submitted on or before the deadline for the submission of bids.

Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter if the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data, etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder of supplier liable for prosecution subject to the provisions of ITB Clause 3.1(a)(ii) and/or GCC Clause 2.1(a)(ii).

Conformé:

[Signature/s]
[Name of Bidder's Authorized Representative]
[Position]
[Date]

Annex B

Office of Asset Management and Support Services (OAMSS)
Engineering and Maintenance Division (EMD)

JANITORIAL DUTIES AND RESPONSIBILITIES Prepared by: Engineering and Maintenance Division (EMD)

I. Coverage

- 1. The Contractor shall conduct services in the following areas:
 - a. DFA Main Building
 - b. Apron Building
 - c. South Wing Annex
 - d. Basement
 - e. Sub-basement
 - f. Old Authentication Building
 - g. Basketball Court
 - h. Parking Plaza
 - i. Sewage Treatment Plant (STP)
 - j. Waste Segregation Area
 - k. Greenhouse and Gardens
 - I. Driveways
 - m. Areas along the DFA Property Perimeter Wall These areas are situated along Roxas Blvd and Roberts Street.
- All Consular Offices including OCA-ASEANA Building, Consular Offices (COs) nationwide and additional COs which may be opened during the duration of the Contract.

II. Sundays and Holidays

The Contractor shall not require janitorial service personnel to report on Sundays and holidays that fall during workdays, unless the Department makes a special written request for cleaning services as needed. The Contractor shall be solely responsible for overtime pay to the janitorial service personnel, in compliance with labor laws and standards, for such services including Saturdays if declared a holiday.

III. Janitorial Service Personnel's Duties and Responsibilities by Area:

RESTROOM AND FIRE EXITS

A. General

Cleaning shall cover, but not be limited to, the following:

- 1. Wall-washing;
- 2. Sanitizing of washrooms and toilets;
- 3. Washing, mopping, disinfecting and drying of the building floors, including sidewalls, doors, partitions, sidings, stairways and other parts/portions of the building premises; and
- 4. Cleaning of garbage cans, sorting of garbage, and the disposal of garbage from the DFA premises to the nearest city waste disposal site.

B. Daily

The Contractor shall provide the following services from Monday to Saturday:

- 1. Sweeping, mopping, spot-scrubbing and polishing of all floors.
- Emptying and cleaning of all garbage bins, waste paper containers, and disposing of garbage at designated areas in accordance with the Department's waste segregation plan;
- 3. Cleaning, sanitizing and de-clogging of toilets and washrooms, which include the use of special and disinfecting agents (e.g. muriatic acid or equivalent) in washbasins, urinals and toilet bowls;
- 4. Spraying of toilets and hallways with deodorizer and air fresheners;
- 5. Refilling all liquid hand soap dispensers;
- 6. Cleaning of receptacles and waste containers;
- 7. Lining of waste bins with appropriate plastic bags and changing them as necessary;
- 8. Watering of indoor and outdoor plants and flowers; and
- 9. Damp-wiping of plants and flowers, and cleaning of vases, pots and plant boxes.

C. Weekly

The Contractor shall carry-out the following several cleaning services on a weekly basis, every Saturday:

- 1. Thorough cleaning, washing and scrubbing of all rooms and facilities;
- 2. Thorough cleaning, scrubbing, dusting, and damp-wiping of vertical surfaces such as walls, partitions, windows, doors, glass walls;
- 3. Thorough cleaning, sanitizing, and disinfecting of all washrooms, lavatories, water closets, urinals, wash basins and toilets;
- 4. General cleaning (washing with detergent) of trash cans/garbage bins; and
- 5. Washing and drying of all rubber matting.

D. Miscellaneous Works

Additional task and responsibilities includes:

- 1. Deodorizing of office/rooms and other areas;
- 2. Reporting to concerned offices defects requiring immediate attention and action, such as leaking faucets and busted bulbs, among others;
- 3. Assignment of additional janitors to high-traffic restrooms; and
- 4. Other services related to janitorial services as needed by Offices.

E. Equipment and Supplies

Janitorial equipment/tools as listed but not limited to the following shall be delivered by the Contractor directly to the Department and inspected by the OFMS-FRMD as stated in Annex C.

OFFICE SPACES

A. General

Cleaning shall cover, but not be limited to, the following:

- 1. Wall-washing for executive toilets:
- 2. Cleaning and sanitizing of executive washrooms and toilets;
- 3. Washing, mopping, disinfecting and drying of the building floors, including sidewalls, doors, partitions, sidings, stairways and other parts/portions of the building premises;
- 4. High-dusting of walls and ceilings;
- 5. Dusting and polishing of furniture and fixtures:
- 6. Spot-cleaning of all offices;
- 7. Cleaning and wiping of all office equipment, including telephone, intercom and others:
- 8. Scrubbing, waxing and polishing building floors, including the corridors;
- Cleaning of glass windows, venetian blinds and curtain ledges, glass wall and façade; and
- 10. Cleaning of garbage cans, sorting of garbage, and the disposal of garbage from the DFA premises to the nearest City waste disposal site.

B. Daily

The Contractor shall provide the following services on a daily basis, Monday to Saturday:

1. Sweeping, mopping, spot-scrubbing and polishing of all floors;

- Cleaning all surface areas such as floors, ramps, walls, windows, window ledges, window panels, mirrors, vertical blinds, railings, doors, ceilings, work surfaces, etc.;
- 3. Emptying and cleaning of all garbage bins, waste paper containers, and disposing of garbage at designated areas in accordance with the Department's and the host's waste segregation plan;
- Cleaning, wiping, disinfecting, dusting, damp-wiping and/or polishing of furniture, office tables, glass tops, fixtures, equipment, appliances, light diffusers, window ledges, counters and glass partitions and doors/door knobs;
- Cleaning of receptacles and waste containers;
- Cleaning, sanitizing and minor de-clogging of toilets and washrooms, which include the use of special and disinfecting agents in washbasins, urinals and toilet bowls;
- 7. Spraying of toilets and hallways with deodorant and air fresheners;
- 8. Refilling all liquid soap dispensers;
- Lining of waste bins with appropriate plastic bags and changing them as necessary;
- 10. Watering of indoor and outdoor plants and flowers; and
- 11. Damp wiping of artificial plants and flowers, and cleaning of vases, pots and plant boxes.

C. Weekly

The Contractor shall carryout the following several cleaning services on a weekly basis, every Saturday:

- 1. Thorough cleaning, washing and scrubbing of all rooms and facilities;
- 2. Thorough cleaning, scrubbing, dusting, and damp-wiping of vertical surfaces such as walls, partitions, windows, doors, glass walls;
- Damp-wiping and cleaning of venetian/ roll-up blinds;
- 4. General cleaning (washing with detergent) of trash cans/ garbage bins;
- 5. Cleaning and polishing of internal and external parts of windows and panels;
- Vacuuming and shampooing of carpets, rugs and upholstered chairs/ furniture;
- 7. Thorough dusting-off and cleaning of office furniture and equipment;
- 8. Thorough cleaning, sanitizing, and disinfecting of all washrooms, lavatories, water closets, urinals, wash basins and toilets;
- 9. General cleaning (washing with detergent) of trash cans/ garbage bins; and
- 10. Washing and drying of all rubber matting.

D. Miscellaneous Works

Additional task and responsibilities include:

- 1. Moving of office supplies, furniture and equipment within the building or areas of responsibilities;
- Deodorizing of office/rooms and other areas;
- 3. Reporting to concerned offices defects requiring immediate attention and action, such as leaking faucets and busted bulbs, among others;
- 4. Posting of additional janitorial service personnel during special activities, such as office parties and office relocation; and
- 5. Other services related to janitorial services as needed by offices.

E. Equipment and Supplies

Janitorial equipment/tools and supplies as listed but not limited to the following shall be delivered by the Contractor directly to the Department and inspected by the OFMS-FRMD as stated in Annex C.

COMMON AREAS AND FIRE EXITS

A. General

Cleaning shall cover, but not be limited to, the following:

- 1. High-dusting of walls and ceilings;
- 2. Dusting and polishing of furniture and fixtures;
- 3. Scrubbing, waxing and polishing building floors, including the corridors and stairs:
- 4. Washing, mopping, disinfecting and drying of the building floors, including sidewalls, doors, partitions, sidings, stairways and other parts/portions of the building premises;
- 5. Shampooing and vacuuming of all carpeted areas;
- 6. Cleaning of glass windows, venetian blinds and curtain ledges, glass walls and façade;
- 7. Cleaning of the interior and exterior of the elevators; and
- 8. Sweeping and washing all stairs.

B. Daily

The Contractor shall provide the following services on a daily basis, Monday to Saturday:

1. Sweeping, mopping, spot-scrubbing and polishing of all floors. The areas with heavy foot traffic (e.g. the main lobby entrance ways and waiting

- areas) shall be serviced continuously during office hours to ensure cleanliness at all times;
- 2. Cleaning of all surface areas such as floors, ramps, walls, windows, window ledges, window panels, mirrors, vertical blinds, railings, doors, ceilings, work surfaces, fire exits stairs and landing, etc.;
- 3. Sweeping, hose-washing and mopping (dry and wet) of all stairways, hallways, lobbies and corridors;
- 4. Clearing of any obstruction in all corridors, lobbies, entrances, stairways, and fire exits;
- 5. Cleaning and sanitizing of the elevators;
- 6. Watering of indoor and outdoor plants and flowers:
- 7. Damp-wiping of plants and flowers, and cleaning of vases, pots and plant boxes;
- 8. Emptying and cleaning of all garbage bins, waste paper containers, and disposing of garbage at designated areas in accordance with the Department's waste segregation plan;
- Cleaning, wiping, disinfecting, dusting, damp-wiping and/or polishing of furniture, office tables, glass tops, fixtures, equipment, appliances, light diffusers, window ledges, counters and glass partitions and doors/door knobs; and
- 10. Cleaning of receptacles and waste containers.

C. Weekly

The Contractor shall carry-out the following several cleaning services on a weekly basis, every Saturday:

- 1. Thorough cleaning, washing and scrubbing on the assigned area.
- 2. Thorough cleaning, scrubbing, dusting, and damp-wiping of vertical surfaces such as walls, partitions, windows, doors, glass walls;
- Damp-wiping and cleaning of venetian/ roll-up blinds;
- 4. General cleaning (washing with detergent) of trash cans/ garbage bins;
- 5. Cleaning and polishing of internal and external parts of windows and panels;
- Vacuuming and shampooing of carpets, rugs and upholstered chairs/ furniture:
- 7. Thorough dusting-off and cleaning of office furniture and equipment;
- 8. Thorough cleaning, sanitizing, and disinfecting of all washrooms, lavatories, water closets, urinals, wash basins and toilets;
- General cleaning (washing with detergent) of trash cans/ garbage bins;
- 10. Washing and drying of all rubber matting.

D. Miscellaneous Works

- Deodorizing of assigned common areas;
- 2. Reporting to concerned offices defects requiring immediate attention and action, such as water leaks and busted bulbs, among others;
- 3. Posting of additional janitorial service personnel during special activities, such as office parties and office relocation;
- 4. Provision of signs and barriers to effectively prevent accidents in the course of completing an assignment;
- 5. Cleaning of conference rooms, auditorium and other common areas before and after events/meetings/functions; and
- 6. Other services related to housekeeping as needed by offices.

E. Equipment and Supplies

Janitorial equipment/tools and supplies as listed but not limited to the following shall be delivered by the Contractor directly to the Department and inspected by the OFMS-FRMD as stated in Annex C.

GROUNDS AND GARDEN MAINTENANCE

A. General

Cleaning shall cover, but not be limited to, the following:

- 1. Cleaning of garbage cans, sorting of garbage, and the disposal of garbage from the DFA premises to the nearest City waste disposal site:
- 2. Cleaning and washing of all DFA open spaces;
- 3. Cleaning of the DFA grounds and gardens, including the reflecting pool;
- 4. Clearing of storm drains and manholes;
- 5. Maintenance of indoor and outdoor plants, including the propagation of existing plants at the green house;
- 6. Pruning, trimming, shaping, thinning and dead wooding works; and
- 7. Clearing of storm drains and manholes.

B. Daily

The Contractor shall provide the following services on a daily basis, Monday to Saturday:

- 1. Sweeping of driveways, premises of buildings, parking areas and surroundings;
- 2. Emptying and cleaning of all garbage bins, waste paper containers, and disposing of garbage at designated areas in accordance with the Department's waste segregation plan;

- 3. Emptying and cleaning of ashtrays and sand urns in smoking-designated areas;
- Collection of garbage from receptacles to trash storage areas for segregation and disposal to the city waste disposal site;
- 5. Watering and rotation of indoor and outdoor plants and flowers;
- 6. Damp-wiping of plants and flowers, and cleaning of vases, pots and plant boxes; and
- 7. Maintenance of the gardens, including de-weeding.

C. Weekly

The Contractor shall carryout the following several cleaning services on a weekly basis, every Saturday:

- Washing and cleaning of the DFA Parking Plaza and basement parking spaces;
- 2. Thorough cleaning of areas around the building, including gutters, parking spaces, green house, and surroundings, etc.;
- 3. General cleaning (washing with detergent) of trash cans/garbage bins;
- 4. Polishing of all DFA seals, Coat-of-Arms and brass/stainless signage at the DFA Main Building, DFA Aseana, SOs and COs;
- 5. Taking out of indoor plants for sunlight exposure and appropriate plants maintenance every Friday afternoon;
- 6. Trimming of ornamental plants and Bermuda grass; and
- 7. Applying insecticides and cutting of dry leaves.

D. Miscellaneous Works

- 1. Reporting to concerned offices defects requiring immediate attention and action, such as water leaks and busted bulbs, among others;
- 2. Posting of additional janitorial service personnel during special official activities and events, such as office parties and office relocation;
- 3. Provision of signs and barriers to effectively prevent accidents in the course of completing an assignment; and
- 4. Other services related to housekeeping as needed by offices.

E. Equipment and Supplies

Janitorial equipment/tools and supplies as listed but not limited to the following shall be delivered by the Contractor directly to the Department and inspected by the OFMS-FRMD as stated in Annex C.

PERSONNEL ASSIGNED AS MOVERS

A. Daily

Cleaning shall cover, but not be limited to, the following:

- 1. Clearing of any obstruction in all corridors, lobbies, entrances, stairways, and fire exits;
- 2. Cleaning of all surface areas such as floors, ramps, walls, windows, window ledges, window panels, mirrors, vertical blinds, railings, doors, ceilings, work surfaces, etc.;
- 3. Damp-wiping of plants and flowers, and cleaning of vases, pots and plant boxes;
- 4. Moving of office supplies, furniture and equipment within the building premises;
- 5. Assisting in the preparation of events within the building:
- 6. If a janitorial staff member assigned to other areas is absent, they will be temporarily replaced by personnel assigned as movers: and
- 7. Performing other tasks as may be assigned by the Supervisors.

B. Weekly

The Contractor shall carry-out the following several cleaning services on a weekly basis, every Saturday:

- 1. Thorough cleaning, washing and scrubbing of all rooms and facilities; and
- 2. Thorough dusting-off and cleaning of office furniture and equipment.

C. Miscellaneous Works

- Moving of office supplies, furniture and equipment within the building premises;
- 2. Cleaning of conference rooms, auditorium and other common areas before and after events/meetings/functions; and
- 3. Other services related to housekeeping as needed by offices.

D. Equipment and Supplies

Janitorial equipment/tools as listed but not limited to the following shall be delivered by the Contractor directly to the Department and inspected by the OFMS-FRMD as stated in Annex C.

STANDARD FOR CLEANING OFFICE BUILDINGS

BASED ON JOINT CIRCULAR NO. 1 DBM-DENR-DPWH MANUAL ON BUILDING SERVICES AND REAL PROPERTY MANAGEMENT

Job Description	Performance	Equipment	Qualifying Factors	Production Per Man-Day	Normal Frequency in Work Days
Floor Scrubbing With Polishing Machine	Place the cleaning agent on the floor and agitate with the machine. Pick up dirty solution and rinse.	 Floor scrubbing machine 2 compartment mop tank and wringer; Dust pan and brush; Three(3) mops; Rags and steel wool; Cleaning agent; Soft broom; Wet and Dry Vacuum 	15" divided with (rotary) polishing machine 15" concentrated with (rotary) polishing machine	1,859 sq.m. 1,859 sq.m.	Main floor corridors daily Secondary floor corridors every 5 days Other space as required
Floor scrubbing with power scrubbing machine	Applies a cleaning agent to floor, agitates it with revolving brushes and picks up dirty solution with vacuum device. Rinsing optional.	 Power scrubbing machine; 2-component mop tank and wringer; Dust pan and brush; Two (2) mops; Rags and steel wool; Cleaning agent; Hair sweep; Hand squeegee; Gum scraper; Garden hose; 	Machine covers strip 25" wide Polishing machine	2,323 sq.m.	Main floor corridor daily Secondary floor corridors every 5 days

		11. Measuring cup			
Floor mopping	Sweep and then place cleaning solution on floor end work with mop. Pick up dirty solution and rinse as required with mop.	 2-compartmen t mop tank and wringer; Two mops; Cleaning agent; Soft broom; 		1,859 sq.m.	Main floor corridors daily Secondary floor corridors every 5 days
Floor washing	Mop or scrub, apply new wax, polish	 Dust pan and brush; Floor polishing machine; 2-compartmen t mop tank and wringer; Three mops; Cleaning agent; Gum scraper; Rags and steel wool; Mopping unit for wax; Wax 	15" divided with (rotary) polishing machine 15" concentrated with (rotary) polishing machine 16" cylindrical drum polishing machine	465 sq.m. open area 279 sq.m. office area 743 sq.m. open area 325 sq.m. office area 465 sq.m. open area	Every 66 days
Floor buffing	Polish the floor to remove traffic marks without applying additional wax	1. Polishing machine; 2. Steel wool	15" divided with (rotary) polishing machine 15" concentrated with (rotary) polishing machine 16" cylindrical drum polishing machine	3,717 sq.m. open area 2,788 sq.m. office area 3,717 sq.m. open area 2,788 sq.m. office area	Every 22 days

Floor sweeping	Pick up loose paper and trash, sweep, clean telephone booths and dust surfaces that can be reached while standing on the floor	1. Soft broom; 2. Dust pan	Open spaces	4,517 sq.m.	Daily
Floor Vacuuming	Vacuum rugs using vacuum machine	Wet and Dry vacuum machine including vacuum hose and tools	Carpet tiles, carpeted floors	80 (12' x 15')	Daily
Stair Cleaning	Sweep, dust and scrub	 Broom Bucket Scrub and deck brushes; Rags; Cleaning agent; Scraper 	Sweep and dust Scrub	60 flights (floor to floor) 20 flights (floor to floor)	Daily Every 5 days
Thorough Cleaning	Clean lights, pipes, cabinets, blinds and other objects high enough to require the ladder and too high to reach while standing on the floor	 Ladder Bueckets; Cloths; Vacuum cleaner; Cleaning agent; Ceiling broom; Push brush; Dust pan 		929 gross sq.m. floor area	Every 60 days
Rest rooms	Empty waste, containers, fill soap dispensers, towel and toilet paper holders.	 Mopping unit; Bucket; Mop; Soft broom; Toilet brush; Push brush; Scraper; 		80 fixtures (Wash basins, water closets and urinals)	Clean daily Services as required

	Clean fixtures, sweep floors and mop or scrub as required	8. Cleaning agent; 9. Cloths; 10.Polish; and 11.Toilet supplies			
Lobby and corridors	Sweep up scraps of paper and other waste. Mop wet spots and keep area presentable	 Long handled dust pan; Soft broom; Cloth 	Main corridor Secondary corridor	27,881 sq.m. corridor areas 27,881 sq.m. Corridor area	4 times daily Daily
Lobby cleaning	Sweep, mop, dust, polish metal and clean glass.	 Soft broom Mops; Scraper; Cloths Metal Polish 	Main Lobby Secondary lobby		Twice daily Twice daily
Entrance Cleaning (exterior)	Sweep. Polish, clean glass and push plates	 Broom; Cloths; Metal polish; Dust pan; and Scraper 	Main Entrance Secondary Entrance		Twice daily Daily
Waste collection	Waste bins are emptied. Waste collection are segregated for collection per floor.	 Black plastic bags; Large Waste bins; 		35,762 sq.m. gross area	Daily
Window washing	Windows washed inside and outside	 Safety harness (when needed); Counter brush; Sponge or cloth; Scraper; Cleaning agent; Bucket; Squeegee; and 			Every 15 days

		8. Step ladder			
Elevator cleaning	Scrub, wax and buff floors, dust interior of car, polish metal	 Mops; Soft broom; Cloth; Dust pan; Cleaning agent; Ladder; Steel wool; Scraper; Wax; Metal polish; Buffing machine 	Passenger elevator Freight/ Service elevator	25 25	Daily Every 5 days
Escalator cleaning	Sweep treads and risers, remove gum and tape, wipe tread and risers and polish metal fittings.	 Bucket; Dust pan; Scraper; Rags; and Metal polish. 		20 flights (floor to floor)	Daily
Blinds	Venetian blinds slats are washed in place. Tapes and cords are dry cleaned with a stiff brush.	 Ladder; Bucket; Cloths; Brush; Cleaning detergent; and Dust pan 	4 feet wide 8 feet wide	16 8	Monthly
Lawn maintenance	Mow lawns and sweep adjacent sidewalks	 Mower or grass cutter; Garden scissors; Broom; Rake; Scraper; Metal polish Pressure washer 	Grass cutting (in season) Sidewalk cleaning or sweeping	9,294 sq.m. of grass area 9,294 sq.m.	Weekly Daily
Garage and	Polish sweep	1. Broom;			Daily

driveway cleaning	and mop or scrub	 Hose; Mops; Deck brush; Scrubbing machine; Mop tank; and Scraper. 			
Utility work	General utilities, truck helper, movers etc.			92,937 gross sq.m.	Daily
Cleaning	Sweep corridors, empty ashtrays, empty waste baskets, sweep or vacuum offices, mop floors, and dust all rooms and corridor space within reach while standing on the floor, clean wash basins and private toilets. Clean phone units and drinking dispensers in the assigned area.	1. Mops (Treatment optional); 2. Cloths; 3. Dust pan and brush; 4. Cleaning agent; 5. Toilet brush 6. Hair sweep; 7. Corn broom; 8. Vacuum machine;	Storage Space Office Space	Up to 4,647 net sq.m. floor space Up to 1,201 net sq.m. floor space. 1.300 sq.m. plus adjoining corridor	Daily Depends on type of storage Daily

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

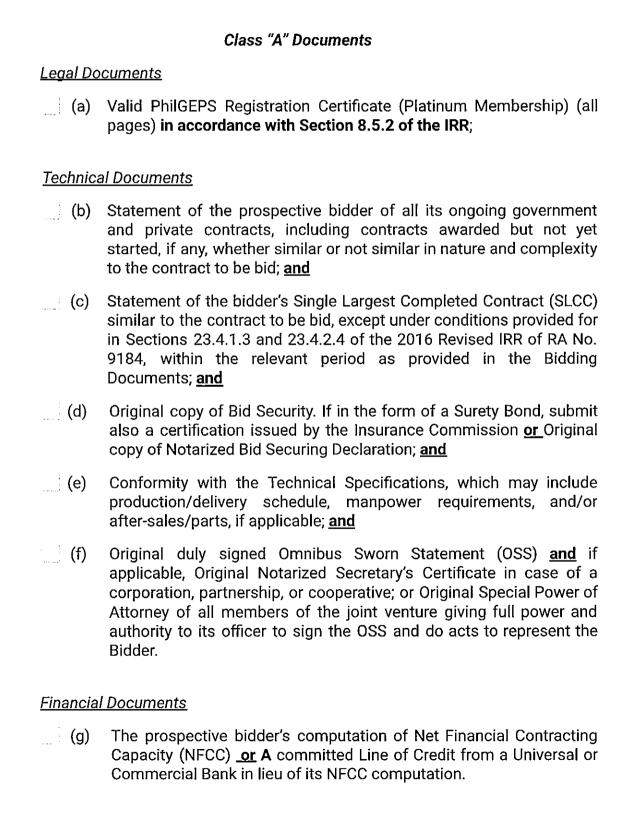
The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary "pass/fail" criterion pursuant to Section 30 of the 2016 Revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE



Class "B" Documents

(h)	If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence <u>or</u> 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.
	or
	In case (h) is not applicable, a statement of non-applicability.
II. FINANCI	AL COMPONENT ENVELOPE
(i)	Original of duly signed and accomplished Financial Bid Form; and
(j)	Original of duly signed and accomplished Price Schedule(s).
	ocumentary requirements under RA No. 9184 (as applicable)
(k)	[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.
(1)	Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

