



REPUBLIC OF THE PHILIPPINES  
**DEPARTMENT OF BUDGET AND MANAGEMENT**  
GENERAL SOLANO ST., SAN MIGUEL, MANILA

**BIDS AND AWARDS COMMITTEE**

**Resolution No. 2018- 01**

**WHEREAS**, the Department of Budget and Management-Bids and Awards Committee (DBM-BAC) conducted a public bidding for the Project, "Janitorial Manpower Services," with an Approved Budget for the Contract of P30,000,000.00 for two (2) years;

**WHEREAS**, on November 24, 2017, an Invitation to Bid was posted on the Philippine Government Electronic Procurement System website, the DBM website, and all DBM bulletin boards;

**WHEREAS**, four (4) prospective bidders, namely: (i) M8 Manpower Services; (ii) Front Runners Property Maintenance and General Services Corporation; (iii) DBP Service Corporation; and (iv) Excellent General Services Inc., responded to the said Invitation and attended the Pre-bid Conference on December 1, 2017;

**WHEREAS**, during the submission and opening of bids on December 15, 2017, three (3) bidders submitted their bids, namely: (i) M8 Manpower Services; (ii) Front Runners Property Maintenance and General Services Corporation; and (iii) DBP Service Corporation;

**WHEREAS**, after preliminary examination of the bids, the BAC, using non-discretionary "pass/fail" criteria, determined the submissions of all bidders as "passed" for complying with all the eligibility and technical requirements as stated in the Bidding Documents;

**WHEREAS**, after evaluation of the financial proposals, the BAC determined that all bidders submitted the same bid in the amount of P14,485,833.12 for one (1) year, for a total amount of P28,971,666.24 for two (2) years. Following GPPB Circular No. 06-2005 dated August 5, 2005, a tie-breaking method was conducted through the drawing of lots wherein Front Runners Property Maintenance and General Services Corporation drew the number one lot, and was accordingly declared as the Lowest Calculated Bid;


**WHEREAS**, after careful examination, validation and verification of the eligibility, technical and financial proposals of the bid, the BAC found that the submission of Front Runners Property Maintenance and General Services Corporation passed all the criteria for post-qualification; thus, it was declared as the Lowest Calculated and Responsive Bid in the amount of P14,485,833.12 for one (1) year, for a total amount of P28,971,666.24 for two (2) years;

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the BAC **RESOLVED**, as it hereby **RESOLVED**, to recommend to the Secretary of Budget and Management that the contract for the Project, "Janitorial Manpower Services," be awarded to Front Runners Property Maintenance and General Services Corporation, in accordance with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations.

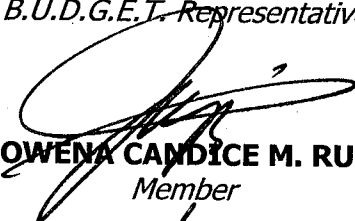
**ADOPTED**, this 11<sup>th</sup> day of January 2018 at the Department of Budget and Management, General Solano St., San Miguel, Manila.

  
**ARGE E STA. BARBARA**  
*End-user Representative*

  
**JESUSA DIMPNA O. LEJOS**  
*Member*

  
**RYAN S. LITA**  
*Vice Chairperson*

  
**VIRGILIO A. UMPACAN, JR.**  
*B.U.D.G.E.T. Representative*

  
**ROWENA CANDICE M. RUIZ**  
*Member*

  
**CLARITO ALEJANDRO L. MAGSINO**  
*Chairperson*

☒ Approved  
☐ Disapproved

  
**BENJAMIN E. DIOKNO**  
*Secretary, DBM*

Date: JAN 19 2018





REPUBLIC OF THE PHILIPPINES  
**DEPARTMENT OF BUDGET AND MANAGEMENT**  
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

**BIDS AND AWARDS COMMITTEE**

**NOTICE OF AWARD**

January 11, 2018

**MARIA SHERYL B. LAURIO**

*HR & Administrative Officer*

Front Runners Property Maintenance  
and General Services Corporation  
No. 4-B West Road

Barangay Bagong Lipunan ng Crame  
Cubao, Quezon City, Metro Manila

Dear **Ms. Laurio**:

We are pleased to inform you that the contract for the Project, "Janitorial Manpower Services," is hereby awarded to Front Runners Property Maintenance and General Services Corporation in the amount of P28,971,666.24 for two (2) years.

In this regard, you are hereby required to post a performance security in the amount and form stated in Section 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 prior to the signing of the contract.

Very truly yours,

  
**BENJAMIN E. DIOKNO**  
*Secretary*





REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

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Very truly yours,

  
**BENJAMIN E. DIOKNO**  
*Secretary*



RECEIVED  
JAN. 24 2018  
  
JOEY L. MERCADO

# DEPARTMENT OF BUDGET AND MANAGEMENT ANNUAL PROCUREMENT PLAN FOR CY 2018

Code (PAP)	Procurement Program/Project	PMOI End-User	Mode of Procurement	Schedule for Each Procurement Activity			Source of Funds	Estimated Budget (PHP)		Remarks
				Add/Post of IB/REI	Sub/Opn of Bids	Notice of Award		Total	MOOE	
A. Professional Services										
1000100001	Provision of Services for the Administration of Psychometric Exams for DBM Applicants	AS	NP - Small Value	23-Mar-18	3-Apr-18	3-Apr-18	GoP	980,000.00	980,000.00	Provision of services for the administration of psychometric exams for DBM applicants and candidates for promotion.
1000100001	Managed Network Services	ICTSS	Public Bidding	29-Dec-17	5-Jan-18		GoP	20,500,000.00	20,500,000.00	A consultancy project that enables the DBM to fully devote its resources to the fulfillment of its mandate and the improvement of its services delivery through partnership with professional on Software and Network Maintenance and Development Consultant. With approved Multi Year Obligation Authority. MTOA-BME-C-17-000047
1000100001	Software Development and Maintenance	ICTSS	Public Bidding	29-Dec-17	6-Jan-18		GoP	69,000,000.00	69,000,000.00	
1000100001	Engagement of Contract of Service personnel for the DBM's Competency Framework and Succession Planning	AS	NP-Small Value	4-Jan-18	7-Jan-18		GoP	791,668.87	791,668.87	Engaged personnel will facilitate the completion of the Department's Competency Framework by the first quarter of 2018, and the development of the Department's Succession Plan by the second quarter of the same year.
1000100001	Janitorial Manpower Services	AS	Public Bidding	24-Nov-17	15-Dec-18	9-Jan-18	GoP	30,000,000.00	30,000,000.00	Provision of five (5) janitorial standards and one (1) overall supervisor. ABC includes VAT, Administrative cost and contingency to cover overtime pay. This is a Multi Year Project intended to run for 2 years.
B. Printing and Binding Expenses										
2000100003	FY 2018 Budget Documents	AS	NP - Agency to Agency	1-Nov-17	14-Nov-17	14-Nov-17	GoP	28,840,000.00	28,840,000.00	Printing of FY 2018 Budget Documents
2000100003	2018 People's Budget (English and Filipino) with Quick Glance version (English and Filipino)	BIT'S	NP - Small Value	18-Dec-17	22-Dec-17	3-Jan-18	GoP	491,820.01	491,820.01	Printing of the 2018 People's Budget booklet which presents the enacted National Budget in a non-technical manner that can easily be understood by the layman, while the Quick Glance version summarizes the booklet and presents it in a one-page brochure that highlights key budget priority expenditures.
2000100003	DBM Bulletin	BIT'S	NP - Small Value	18-Dec-17	22-Dec-17	3-Jan-18	GoP	73,733.33	73,733.33	Printing of the DBM's official newsletter released every quarter which shall feature articles on budget/PPM reforms, among others.
C. Supplies, Materials, Tools and Equipment Expenses										
1000100001	Common Use Supplies and Equipment available at Procurement Service (PS)	AS	NP - Agency to Agency	Quarterly			GoP	10,039,345.55	10,039,345.55	Office supplies and materials available at PS
1000100001	Common Use Supplies and Materials Not Available at PS	AS	NP - Small Value	Quarterly			GoP	700,000.00	700,000.00	Office supplies and materials not available at PS
1000100001	Carpentry / Thinsmithy / Masonry	AS	NP - Small Value	Quarterly			GoP	500,000.00	500,000.00	Carpentry / Thinsmithy / Masonry supplies to be procured as the need arises
1000100001	Plumbing	AS	NP - Small Value	Quarterly			GoP	100,000.00	100,000.00	Plumbing supplies to be procured as the need arises
1000100001	Electrical	AS	NP - Small Value	Quarterly			GoP	700,000.00	700,000.00	Electrical supplies to be procured as the need arises
1000100001	Aircon	AS	NP - Small Value	Quarterly			GoP	300,000.00	300,000.00	Airconditioning supplies and materials to be procured as the need arises
1000100001	Painting	AS	NP - Small Value	Quarterly			GoP	200,000.00	200,000.00	Painting supplies to be procured as the need arises
1000100001	Other Maintenance Supplies	AS	NP - Small Value	Quarterly			GoP	500,000.00	500,000.00	Maintenance supplies to be procured as the need arises
D. Utilities										
1000100001	Petroleum, Oil and Lubricants	AS	NP - Two Paled Biddings	4-Jan-18	8-Jan-18	17-Jan-18	GoP	8,000,000.00	8,000,000.00	Supply of Petroleum, Oil, and Lubricants for DBM CO and RC vehicles
1000100001	Petroleum, Oil and Lubricants	AS	NP - Small Value	Daily			GoP	400,000.00	400,000.00	Supply of Petroleum, Oil, and Lubricants for DBM CO and RC vehicles to be procured as the need arises.
1000100001	Supply and Delivery of Drinking Water	AS	NP - Small Value	21-Dec-18	27-Dec-17	3-Jan-18	GoP	965,000.00	965,000.00	Supply and delivery of drinking water with brand new hot and cold water dispensers.
E. Advertising Expenses										
1000100001	Publication/Posting of Notices to Newspapers/Gazettes	AS	NP - Small Value	Quarterly			GoP	2,500,000.00	2,500,000.00	Publication requirements of the DBM Central Office.

Code (RAP)	Program/Project	PMO/End-User	Mode of Procurement	Adm Post of (BURE)	Schedule for Each Procurement Activity Sub/Oper of Bids	Notice of Award	Contract Signing	Source of Funds	Total	Estimated Budget (PnP)	MOE	CO	Remarks (Brief description of Program/Project)
<b>F. Subscription Expenses</b>													
2000100001	Enterprise Linux Premium Subscription and On-line Support	ICTSS	NP - Small Value	6-Dec-17	12-Dec-17	3-Jan-18	6-Jan-18	GoP	108,000.00	108,000.00			Subscription to a Linux Operating System that is required to run the HP RX4840 servers. These HP RX4840 servers handle the production environment of the charged system on other critical application systems of the DBM.
<b>G. Repair and Maintenance</b>													
1000100001	Motor Vehicle Aircon Maintenance	AS	NP - Small Value		Quarterly			GoP	500,000.00	500,000.00			Periodic general cleaning of motor vehicle aircon units.
1000100001	Repair and Maintenance of Office Equipment, Furniture and Fixtures	AS	NP - Small Value		Quarterly			GoP	700,000.00	700,000.00			Repair and maintenance of office equipment, furniture and fixtures as the need arises.
1000100001	Replacement of Defective Parts of Motor Vehicles	AS	NP - Small Value		Quarterly			GoP	1,000,000.00	1,000,000.00			Repair and replacement of defective parts of motor vehicles and motor vehicle aircon units, as needed.
<b>H. Building Equipment</b>													
1000100001	Office Equipment, Furniture and Fixtures.	AS	NP - Small Value		Quarterly			GoP	1,000,000.00	1,000,000.00			Office equipment, furniture and fixtures not available at FIS to be procured as the need arises.
									223,023,567.90	221,354,718.80	1,899,248.00		

Prepared by BAC SECRETARIAT:

RECOMMENDING APPROVAL:

VIRGLINO IMPACAN JR.  
BUDGET Representative

DOLDRICE-ORLURA  
Member

ROSELYN CAMARCE M. RUIZ  
Recorder

DYMANA O. LELOS  
Member

RYAN S. LITAN  
Vice Chairperson

CLARITO ALEXANDRO L. MAGSINO  
Chairperson

Approved  
Disapproved  
BENJAMIN E. DIOKNO  
Secretary, DBM

Date: January 3, 2018





REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

**INVITATION TO BID FOR JANITORIAL MANPOWER  
SERVICES**

1. The Department of Budget and Management (DBM), through Multi-Year Obligational Authority No. MYOA-BMB-C-17-0000025, intends to apply the sum of **Thirty Million Pesos (P30,000,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the Project, "**Janitorial Manpower Services**," for two (2) years. The funding source for the first year is through the authorized appropriations under the FY 2017 General Appropriations Act. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The DBM now invites bids for the Project, "**Janitorial Manpower Services**," for two (2) years. Delivery of the Goods shall be in accordance with the Delivery Schedule under Section VI. Schedule of Requirements. Bidders should have completed, within two (2) 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, otherwise known as the "Government Procurement Reform Act."

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to 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. Interested bidders may obtain further information from the DBM-Bids and Awards Committee (BAC) Secretariat and inspect the Bidding Documents at the address given below during office hours from 9:00 a.m. to 4:00 p.m.
5. A complete set of Bidding Documents may be acquired by interested Bidders on November 24, 2017 from the address below and upon payment of a fee in the amount of Twenty Five Thousand Pesos (P25,000.00).

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

6. The DBM will hold a Pre-Bid Conference on December 1, 2017, 10:00 a.m., at the BAC Conference Room, Ground Floor, DBM Building III, General Solano St., San Miguel, Manila, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat at the address below on or before December 15, 2017, 9:00 a.m. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 18.

Bid opening shall be on December 15, 2017, 9:00 a.m., at the BAC Conference Room, Ground Floor, DBM Building III, General Solano St., San Miguel, Manila. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.

8. The DBM 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 Section 41 of RA No. 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
9. For further information, please refer to:

DBM-BAC Secretariat  
BAC Conference Room  
Department of Budget and Management  
Ground Floor, DBM Building III, General Solano St., San Miguel, Manila  
Telcfax No. 657-3300 local 3115  
Email address: [procurement@dbm.gov.ph](mailto:procurement@dbm.gov.ph)



**CLARITO ALEJANDRO D. MAGSINO**  
*Chairperson, DBM-BAC*



**CHECKLIST OF ELIGIBILITY AND TECHNICAL  
DOCUMENTS FOR SUBMISSION**

**Class "A" Documents**

**(1) Legal Documents**

- ☐ PhilGEPS Certificate of Registration with Annex A

Note: If PhilGEPS Platinum Certificate of Registration is not available, the following shall be submitted:

- a) SEC/DTI Registration Certificate;
- b) Valid and Current Mayor's Permit; and
- c) Tax Clearance per Executive Order No. 398, series of 2005, as finally reviewed and approved by the BIR

**(2) Technical Documents**

- ☐ Statement of all Ongoing Private and Government Contracts, Including Contracts Awarded but not yet Started, if any
- ☐ Statement of Single Largest Completed Contract, which is similar in nature, within two (2) years from the date of submission and receipt of bids.
  - ☐ Photocopy of Single Largest Completed Contract or Purchase Order (at least 50% of the ABC)
  - ☐ Certificate of Completion or Acceptance from the Bidder's client or Official Receipt
- ☐ Bid Security in any of the following forms:
  - Cash or cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank (2% of the ABC); or
  - Surety bond (5% of the ABC) with a Certificate from the Insurance Commission; or
  - Bid Securing Declaration
- ☐ Compliance with Section VI. Schedule of Requirements
- ☐ Compliance with Section VII. Technical Specifications
- ☐ Omnibus Sworn Statement
- ☐ Authority of the Signatory

**(3) Financial Documents**

- ☐ Net Financial Contracting Capacity (NFCC) computation or Committed Line of Credit
- ☐ Latest Audited Financial Statement (if not PhilGEPS Platinum Member) stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.

**Class "B" Documents**

- ☐ JVA or the Duly Notarized Statement in accordance with Section 23.1(b) of the 2016 Revised IRR, if applicable

Republic of the Philippines  
Department of Budget and Management  
**PROCUREMENT SERVICE**

# **CERTIFICATE OF PHILGEPS REGISTRATION (Platinum Membership)**

*THIS IS TO CERTIFY THAT*

**FRONT RUNNERS PROPERTY MAINTENANCE AND GEN.  
SERVICES CORP.**

No. 4-B West Road, Barangay Bagong Lipunan ng Crame, Cubao,  
Quezon City Metro Manila

*is registered in the Philippine Government Electronic Procurement System (PhilGEPS) on 04-Jun-2009 pursuant to Section 8.5 of the Revised Implementing Rules and Regulations of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act.*

*This further certifies that FRONT RUNNERS PROPERTY MAINTENANCE AND GEN. SERVICES CORP. has submitted the required eligibility documents in the PhilGEPS Supplier Registry as indicated under Annex A hereof. The Procuring Entity reserves the right to verify, validate and ascertain the authenticity, completeness and truthfulness of all the submitted documents during the post-qualification process.*

*This Certificate is valid until 28-Feb-2018, unless any of the documents listed under Annex A expires before the said date, and/or, any violation of existing laws, rules and regulations is incurred. As such, this Certificate shall be automatically revoked, without prejudice to the filing of applicable administrative, civil or criminal action.*

Issued this 28th day of February, 2017.

  
**ROSA MARIA M. CLEMENTE**  
OIC, Deputy Executive Director V

Document Stamp Tax Paid Php 15.00

**Certificate No: PhilGEPS-2009-54771**  
**Certificate Reference No: 2017030003995**  
Amended Date as of November 17, 2017 05:21 PM



# Eligibility Documents

of

## FRONT RUNNERS PROPERTY MAINTENANCE AND GEN. SERVICES CORP.

No. 4-B West Road, Barangay Bagong Lipunan ng Crame, Cubao,  
Quezon City Metro Manila

<b>Audited Financial Statement</b>	Date of Filing : 24-Apr-2017 Current Asset : Php 41,434,128.00 Total Asset : Php 48,376,681.00 Current Liabilities : Php 6,775,645.00 Total Liabilities : Php 6,775,645.00 Name of Auditor : Severino L. Layco BIR RDO Code : 040
<b>Tax Clearance</b>	Issuance Date : 09-Feb-2017 Signatory : Rosana P. san Vicente TCC Number : NO-ARMD-02-09-R0011-2017 Tax Clearance Expiration Date : 09-Feb-2018
<b>PhilGEPS Sworn Statement</b>	Date Signed : 06-Feb-2017
<b>SEC Certificate</b>	Registration Date : 02-Jul-2008 SEC Certificate Number : CS200810262
<b>PCAB License</b>	Expiration Date : Issued By : Issuance Date : License Number : Not Applicable License First Issue Date : Principal Classification : Category :
<b>Mayor's Permit</b>	Place of Issue : Quezon City Permit Number : 14-013515 Issuance Date : 11-Jan-2017 Signatory : Garry C. Domingo Expiration Date :

Certificate No: PhilGEPS-2009-54771  
Certificate Reference No: 2017030003995  
Amended Date as of November 17, 2017 05:21 PM



*This Document forms part of the Certificate of Platinum Membership and shall accompany  
the Certificate at all times when being submitted to Procuring Entities.*



**Certificate No: PhilGEPS-2009-54771**  
**Certificate Reference No: 2017030003995**  
Amended Date as of November 17, 2017 05:21 PM



REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

**BIDDING DOCUMENTS**

**FOR**

**JANITORIAL MANPOWER**

**SERVICES**

PROJECT ID No.: DBM-2017-31

**CHECKLIST OF ELIGIBILITY AND TECHNICAL  
DOCUMENTS FOR SUBMISSION**

**Class "A" Documents**

**(1) Legal Documents**

- ☐ PhilGEPS Certificate of Registration with Annex A

Note: If PhilGEPS Platinum Certificate of Registration is not available, the following shall be submitted:

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- b) Valid and Current Mayor's Permit; and
- c) Tax Clearance per Executive Order No. 398, series of 2005, as finally reviewed and approved by the BIR

**(2) Technical Documents**

- ☐ Statement of all Ongoing Private and Government Contracts, Including Contracts Awarded but not yet Started, if any
- ☐ Statement of Single Largest Completed Contract, which is similar in nature, within two (2) years from the date of submission and receipt of bids.
  - ☐ Photocopy of Single Largest Completed Contract or Purchase Order (at least 50% of the ABC)
  - ☐ Certificate of Completion or Acceptance from the Bidder's client or Official Receipt
- ☐ Bid Security in any of the following forms:
  - Cash or cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank (2% of the ABC); or
  - Surety bond (5% of the ABC) with a Certificate from the Insurance Commission; or
  - Bid Securing Declaration
- ☐ Compliance with Section VI. Schedule of Requirements
- ☐ Compliance with Section VII. Technical Specifications
- ☐ Omnibus Sworn Statement
- ☐ Authority of the Signatory

**(3) Financial Documents**

- ☐ Net Financial Contracting Capacity (NFCC) computation or Committed Line of Credit
- ☐ Latest Audited Financial Statement (if not PhilGEPS Platinum Member) stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.

**Class "B" Documents**

- ☐ JVA or the Duly Notarized Statement in accordance with Section 23.1(b) of the 2016 Revised IRR, if applicable



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



REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

**INVITATION TO BID FOR JANITORIAL MANPOWER  
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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. Interested bidders may obtain further information from the DBM-Bids and Awards Committee (BAC) Secretariat and inspect the Bidding Documents at the address given below during office hours from 9:00 a.m. to 4:00 p.m.
5. A complete set of Bidding Documents may be acquired by interested Bidders on November 24, 2017 from the address below and upon payment of a fee in the amount of Twenty Five Thousand Pesos (P25,000.00).

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Bid opening shall be on December 15, 2017, 9:00 a.m., at the BAC Conference Room, Ground Floor, DBM Building III, General Solano St., San Miguel, Manila. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.

8. The DBM 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 Section 41 of RA No. 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
9. For further information, please refer to:

DBM-BAC Secretariat  
BAC Conference Room  
Department of Budget and Management  
Ground Floor, DBM Building III, General Solano St., San Miguel, Manila  
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## ***Section II. Instructions to Bidders***

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## **General**

### **1. Scope of Bid**

- 1.1. The Procuring Entity named in the BDS invites bids for the supply and delivery of the Goods as described in Section VII. Technical Specifications.
- 1.2. The name, identification, and number of lots specific to this bidding are provided in the BDS. The contracting strategy and basis of evaluation of lots is described in ITB Clause 28.

### **2. Source of Funds**

The Procuring Entity has a budget or has received funds from the Funding Source named in the BDS, and in the amount indicated in the BDS. It intends to apply part of the funds received for the Project, as defined in the BDS, to cover eligible payments under the contract.

### **3. Corrupt, Fraudulent, Collusive, and Coercive Practices**

- 3.1. Unless otherwise specified in the BDS, 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. In pursuance of this policy, the Procuring Entity:
  - (a) defines, for purposes of this provision, the terms set forth below as follows:
    - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA 3019.
    - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
    - (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the



Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.

(iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

(v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in ITB Clause 3.1(a).

3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a bidder or supplier in the bidding for and performance of a contract themselves or through independent auditors as reflected in the GCC Clause 3.

#### **4. Conflict of Interest**

4.1. All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) below and a general conflict of

interest in any of the circumstances set out in paragraphs (d) through (g) below:

- (a) A Bidder has controlling shareholders in common with another Bidder;
- (b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
- (c) A Bidder has the same legal representative as that of another Bidder for purposes of this bid;
- (d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process;
- (e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid;
- (f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid; or
- (g) A Bidder who lends, or temporarily second, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

4.2. In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity (HoPE), members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:

- (a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
- (b) If the Bidder is a partnership, to all its officers and members;
- (c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders;
- (d) If the Bidder is a cooperative, to all its officers, directors, and controlling shareholders or members; and

- (e) If the Bidder is a joint venture (JV), the provisions of items (a), (b), (c), or (d) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

Relationship of the nature described above or failure to comply with this Clause will result in the automatic disqualification of a Bidder.

## **5. Eligible Bidders**

- 5.1. Unless otherwise provided in the **BDS**, the following persons shall be eligible to participate in this bidding:

- (a) Duty licensed Filipino citizens/sole proprietorships;
- (b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
- (c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
- (d) Cooperatives duly organized under the laws of the Philippines; and
- (e) Persons/entities forming themselves into a Joint Venture (JV), *i.e.*, a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the JV concerned shall be at least sixty percent (60%).

- 5.2. Foreign bidders may be eligible to participate when any of the following circumstances exist, as specified in the **BDS**:

- (a) When a Treaty or International or Executive Agreement as provided in Section 4 of RA 9184 and its IRR allow foreign bidders to participate;
- (b) Citizens, corporations, or associations of a country, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
- (c) When the Goods sought to be procured are not available from local suppliers; or
- (d) When there is a need to prevent situations that defeat competition or restrain trade.

- 5.3. Government owned or -controlled corporations (GOCCs) may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.

- 5.4. Unless otherwise provided in the **BDS**, the Bidder must have completed a Single Largest Completed Contract (SLCC) similar to the Project and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least equivalent to a percentage of the ABC stated in the **BDS**.

For this purpose, contracts similar to the Project shall be those described in the **BDS**, and completed within the relevant period stated in the Invitation to Bid and ITB Clause 12.1(a)(ii).

- 5.5. The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

$$NFCC = [(Current\ assets\ minus\ current\ liabilities)\ (15)]\ minus\ the\ value\ of\ all\ outstanding\ or\ uncompleted\ portions\ of\ the\ projects\ under\ ongoing\ contracts,\ including\ awarded\ contracts\ yet\ to\ be\ started,\ coinciding\ with\ the\ contract\ to\ be\ bid.$$

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

For purposes of computing the foreign bidders' NFCC, the value of the current assets and current liabilities shall be based on their audited financial statements prepared in accordance with international financial reporting standards.

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 to be bid. If issued by a foreign universal or commercial bank, it shall be confirmed or authenticated by a local universal or commercial bank.

## **6. Bidder's Responsibilities**

- 6.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section VIII. Bidding Forms as required in ITB Clause 12.1(b)(iii).
- 6.2. The Bidder is responsible for the following:
- (a) Having taken steps to carefully examine all of the Bidding Documents;
  - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
  - (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;
  - (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided under ITB Clause 10.4.

- (c) Ensuring that it is not "blacklisted" or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
- (f) Ensuring that 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;
- (g) Authorizing the HoPE or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
- (i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019;
- (j) Complying with existing labor laws and standards, in the case of procurement of services; Moreover, bidder undertakes to:
  - (i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

In case there is a finding by the Procuring Entity or the DOLE of underpayment or non-payment of workers' wage and wage-related benefits, bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of Republic Act No. 9184 without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations.

- (ii) Comply with occupational safety and health standards and to correct deficiencies, if any.

In case of imminent danger, injury or death of the worker, bidder undertakes to suspend contract implementation pending clearance to proceed from the DOLE Regional Office and to comply with Work Stoppage Order; and

- (iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises; and
- (k) Ensuring that it 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.

Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

- 6.3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents.
- 6.4. It shall be the sole responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to be bid, including: (a) the location and the nature of this Project; (b) climatic conditions; (c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this Project.
- 6.5. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity. However, the Procuring Entity shall ensure that all information in the Bidding Documents, including bid/supplemental bid bulletin/s issued, are correct and consistent.
- 6.6. Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.
- 6.7. The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 6.8. The Bidder should note that the Procuring Entity will accept bids only from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

## **7. Origin of Goods**

Unless otherwise indicated in the **BDS**, there is no restriction on the origin of goods other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, subject to ITB Clause 27.1.

## **8. Subcontracts**

- 8.1. Unless otherwise specified in the **BDS**, the Bidder may subcontract portions of the Goods to an extent as may be approved by the Procuring Entity and stated in the **BDS**. However, subcontracting of any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.
- 8.2. Subcontractors must submit the documentary requirements under ITB Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.
- 8.3. The Bidder may identify the subcontractor to whom a portion of the Goods will be subcontracted at any stage of the bidding process or during contract implementation. If the Bidder opts to disclose the name of the subcontractor during bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

## **Contents of Bidding Documents**

## **9. Pre-Bid Conference**

- 9.1. (a) If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.  
  
(b) The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids, but not earlier than seven (7) calendar days from the posting of the invitation to bid/bidding documents in the PhilGEPS website. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GOP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the **BDS**.
- 9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.
- 9.3. Decisions of the BAC amending any provision of the bidding documents shall be issued in writing through a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

## **10. Clarification and Amendment of Bidding Documents**

- 10.1. Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such request must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.
- 10.2. The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin, to be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of Bids.
- 10.3. Supplemental/Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 10.4. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS and the website of the Procuring Entity concerned, if available, and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of all Bidders who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with ITB Clause 23.

### **Preparation of Bids**

## **11. Language of Bids**

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and 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. The English translation shall govern, for purposes of interpretation of the bid.

## **12. Documents Comprising the Bid: Eligibility and Technical Components**

- 12.1. Unless otherwise indicated in the **BDS**, the first envelope shall contain the following eligibility and technical documents:



(a) Eligibility Documents –

Class “A” Documents:

- (i) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of the IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with section 37.1.4 of the IRR.
- (ii) Statement of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and

Statement of the Bidder's SLCC similar to the contract to be bid, in accordance with ITB Clause 5.4, within the relevant period as provided in the BDS.

The two statements required shall indicate for each contract the following:

- (ii.1) name of the contract;
  - (ii.2) date of the contract;
  - (ii.3) contract duration;
  - (ii.4) owner's name and address;
  - (ii.5) kinds of Goods;
  - (ii.6) For Statement of Ongoing Contracts - amount of contract and value of outstanding contracts;
  - (ii.7) For Statement of SLCC - amount of completed contracts, adjusted by the Bidder to current prices using PSA's consumer price index, if necessary for the purpose of meeting the SLCC requirement;
  - (ii.8) date of delivery; and
  - (ii.9) end user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements.
- (iii) NFCC computation in accordance with ITB Clause 5.5 or a committed Line of Credit from a universal or commercial bank.

Class "B" Document:

- (iv) If applicable, the Joint Venture Agreement (JVA) in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners in accordance with Section 23.1(b) of the IRR.
- (b) Technical Documents –
  - (i) Bid security in accordance with ITB Clause 18. If the Bidder opts to submit the bid security in the form of:
    - (i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
    - (i.2) a surety bond, it shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments;
  - (ii) Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents; and
  - (iii) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VIII. Bidding Forms.
  - (iv) For foreign bidders claiming eligibility by reason of their country's extension of reciprocal rights to Filipinos, a certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item or product.

**13. Documents Comprising the Bid: Financial Component**

- 13.1. Unless otherwise stated in the BDS, the financial component of the bid shall contain the following:
- (a) Financial Bid Form, which includes bid prices and the applicable Price Schedules, in accordance with ITB Clauses 15.1 and 15.4;
  - (b) If the Bidder claims preference as a Domestic Bidder, a certification from the DTI issued in accordance with ITB Clause 27, unless otherwise provided in the BDS; and
  - (c) Any other document related to the financial component of the bid as stated in the BDS.

- 13.2. (a) Unless otherwise stated in the BDS, all bids that exceed the ABC shall not be accepted.
- (b) Unless otherwise indicated in the BDS, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:
- (i) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.
  - (ii) The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the responsible unit of the procuring entity and that the estimates reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.
  - (iii) The procuring entity has trained cost estimators on estimating prices and analyzing bid variances.
  - (iv) The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.
  - (v) The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.

#### **14. Alternative Bids**

- 14.1 Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.
- 14.2 Each Bidder shall submit only one Bid, either individually or as a partner in a JV. A Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid) will cause all the proposals with the Bidder's participation to be disqualified. This shall be without prejudice to any applicable criminal, civil and administrative penalties that may be imposed upon the persons and entities concerned.

## 15. Bid Prices

- 15.1. The Bidder shall complete the appropriate Schedule of Prices included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project.
- 15.2. The Bidder shall fill in rates and prices for all items of the Goods described in the Schedule of Prices. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Government, except those required by law or regulations to be accomplished.
- 15.3. The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), Delivered Duty Paid (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.
- 15.4. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - (a) For Goods offered from within the Procuring Entity's country:
    - (i) The price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable);
    - (ii) The cost of all customs duties and sales and other taxes already paid or payable;
    - (iii) The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - (iv) The price of other (incidental) services, if any, listed in the BDS.
  - (b) For Goods offered from abroad:
    - (i) Unless otherwise stated in the BDS, the price of the Goods shall be quoted 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, listed in the BDS.

- (c) For Services, based on the form which may be prescribed by the Procuring Entity, in accordance with existing laws, rules and regulations

- 15.5. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or price escalation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 24.

All bid prices for the given scope of work in the contract as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances. Upon the recommendation of the Procuring Entity, price escalation may be allowed in extraordinary circumstances as may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon approval by the GPPB. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GOP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

## **16. Bid Currencies**

- 16.1. Prices shall be quoted in the following currencies:

- (a) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Pesos.
- (b) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the currency(ies) stated in the **BDS**. 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 *Bangko Sentral ng Pilipinas* (BSP) reference rate bulletin on the day of the bid opening.

- 16.2. If so allowed in accordance with ITB Clause 16.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the foregoing exchange rates.

- 16.3. Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Pesos.

## **17. Bid Validity**

- 17.1. Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.
- 17.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of

their bids. The request and the responses shall be made in writing. The bid security described in ITB Clause 18 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

## 18. Bid Security

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

Form of Bid Security	Amount of Bid Security (Not Less than the Percentage of the ABC)
<p>(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</p> <p><i>For biddings conducted by LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</p> <p><i>For biddings conducted by LGUs, Bank Draft/Guarantee, or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	Two percent (2%)
<p>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	Five percent (5%)

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the Bidder shall enter into contract with the procuring entity and furnish the performance security required under ITB Clause 33.2, within ten (10) calendar days from receipt of the Notice of Award, and commits to pay the corresponding amount as fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

- 18.2. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 18.3. No bid securities shall be returned to Bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest, or upon the lapse of the reglementary period to file a request for reconsideration or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the Bidder with the Lowest Calculated Responsive Bid (LCRB) has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in **ITB Clause 18.2**.
- 18.4. Upon signing and execution of the contract pursuant to **ITB Clause 32**, and the posting of the performance security pursuant to **ITB Clause 33**, the successful Bidder's bid security will be discharged, but in no case later than the bid security validity period as indicated in the **ITB Clause 18.2**.
- 18.5. The bid security may be forfeited:
  - (a) if a Bidder:
    - (i) withdraws its bid during the period of bid validity specified in **ITB Clause 17**;
    - (ii) does not accept the correction of errors pursuant to **ITB Clause 28.3(b)**;
    - (iii) has a finding against the veracity of any of the documents submitted as stated in **ITB Clause 29.2**;
    - (iv) submission of eligibility requirements containing false information or falsified documents;
    - (v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
    - (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;

- (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;
  - (viii) refusal or failure to post the required performance security within the prescribed time;
  - (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
  - (x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;
  - (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
  - (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
- (b) if the successful Bidder:
- (i) fails to sign the contract in accordance with ITB Clause 32; or
  - (ii) fails to furnish performance security in accordance with ITB Clause 33.

## 19. Format and Signing of Bids

- 19.1. Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII. Bidding Forms on or before the deadline specified in the ITB Clauses 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under ITB Clause 12.1, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.
- 19.2. Forms as mentioned in ITB Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 19.3. The Bidder shall prepare and submit an original of the first and second envelopes as described in ITB Clauses 12 and 13. In addition, the Bidder shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.4. Each and every page of the Bid Form, including the Schedule of Prices, under Section VIII hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.



- 19.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

## **20. Sealing and Marking of Bids**

- 20.1. Bidders shall enclose their original eligibility and technical documents described in ITB Clause 12 in one sealed envelope marked "ORIGINAL - TECHNICAL COMPONENT", and the original of their financial component in another sealed envelope marked "ORIGINAL - FINANCIAL COMPONENT", sealing them all in an outer envelope marked "ORIGINAL BID".
- 20.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as "COPY NO. \_\_\_\_ - TECHNICAL COMPONENT" and "COPY NO. \_\_\_\_ - FINANCIAL COMPONENT" and the outer envelope as "COPY NO. \_\_\_\_", respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 20.3. The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.
- 20.4. All envelopes shall:
- (a) contain the name of the contract to be bid in capital letters;
  - (b) bear the name and address of the Bidder in capital letters;
  - (c) be addressed to the Procuring Entity's BAC in accordance with ITB Clause 1.1;
  - (d) bear the specific identification of this bidding process indicated in the ITB Clause 1.2; and
  - (e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with ITB Clause 21.
- 20.5. Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

## **Submission and Opening of Bids**

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

Bids must be received by the Procuring Entity's BAC at the address and on or before the date and time indicated in the **BDS**.

## **22. Late Bids**

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to ITB Clause 21, shall be declared "Late" and shall not be accepted by the Procuring Entity. The BAC shall record in the minutes of bid submission and opening, the Bidder's name, its representative and the time the late bid was submitted.

## **23. Modification and Withdrawal of Bids**

23.1. The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed and properly identified in accordance with ITB Clause 20, linked to its original bid marked as "TECHNICAL MODIFICATION" or "FINANCIAL MODIFICATION" and stamped "received" by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.

23.2. A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Letter of Withdrawal must be executed by the duly authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.

23.3. Bids requested to be withdrawn in accordance with ITB Clause 23.1 shall be returned unopened to the Bidders. A Bidder, who has acquired the bidding documents, may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.

23.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder's bid security, pursuant to ITB Clause 18.5, and the imposition of administrative, civil and criminal sanctions as prescribed by RA 9184 and its IRR.

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

24.1. The BAC shall open the bids in public, immediately after the deadline for the submission and receipt of bids, as specified in the BDS. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the Bids submitted and reschedule the opening of Bids on the next working day or at the soonest possible time through the issuance of a Notice of

Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned.

- 24.2. Unless otherwise specified in the **BDS**, the BAC shall open the first bid envelopes and determine each Bidder's compliance with the documents prescribed in ITB Clause 12, using a non-discretionary "pass/fail" criterion. If a Bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".
- 24.3. Unless otherwise specified in the **BDS**, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated "passed". The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in ITB Clause 13.2, the BAC shall rate the bid concerned as "failed". Only bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation and comparison.
- 24.4. Letters of Withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened.
- 24.5. All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.
- 24.6. In the case of an eligible foreign bidder as described in ITB Clause 5, the following Class "A" Documents may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned, which shall likewise be uploaded and maintained in the PhilGEPS in accordance with Section 8.5.2 of the IRR:
  - (a) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;
  - (b) Mayor's/Business permit issued by the local government where the principal place of business of the bidder is located; and
  - (c) Audited Financial Statements showing, among others, the prospective bidder's total and current assets and liabilities stamped "received" 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 years from the date of bid submission.
- 24.7. Each partner of a joint venture agreement shall likewise submit the requirements in ITB Clause 12.1(a)(i). Submission of documents required

under ITB Clauses 12.1(a)(ii) to 12.1(a)(iii) by any of the joint venture partners constitutes compliance.

- 24.8. The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.
- 24.8. The bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids as read and the minutes of the bid opening shall be made available to the public upon written request and payment of a specified fee to recover cost of materials.
- 24.9. To ensure transparency and accurate representation of the bid submission, the BAC Secretariat shall notify in writing all bidders whose bids it has received through its PhilGEPS-registered physical address or official e-mail address. The notice shall be issued within seven (7) calendar days from the date of the bid opening.

### **Evaluation and Comparison of Bids**

#### **25. Process to be Confidential**

- 25.1. Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the case of ITB Clause 26.
- 25.2. Any effort by a bidder to influence the Procuring Entity in the Procuring Entity's decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid.

#### **26. Clarification of Bids**

To assist in the evaluation, comparison, and post-qualification of the bids, the Procuring Entity may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by the Procuring Entity shall not be considered.

#### **27. Domestic Preference**

- 27.1. Unless otherwise stated in the **BDS**, the Procuring Entity will grant a margin of preference for the purpose of comparison of bids in accordance with the following:

- (a) The preference shall be applied when the lowest Foreign Bid is lower than the lowest bid offered by a Domestic Bidder.
  - (b) For evaluation purposes, the lowest Foreign Bid shall be increased by fifteen percent (15%).
  - (c) In the event that the lowest bid offered by a Domestic Bidder does not exceed the lowest Foreign Bid as increased, then the Procuring Entity shall award the contract to the Domestic Bidder at the amount of the lowest Foreign Bid.
  - (d) If the Domestic Bidder refuses to accept the award of contract at the amount of the Foreign Bid within two (2) calendar days from receipt of written advice from the BAC, the Procuring Entity shall award to the bidder offering the Foreign Bid, subject to post-qualification and submission of all the documentary requirements under these Bidding Documents.
- 27.2. A Bidder may be granted preference as a Domestic Bidder subject to the certification from the DTI that the Bidder is offering unmanufactured articles, materials or supplies of the growth or production of the Philippines, or manufactured articles, materials, or supplies manufactured or to be manufactured in the Philippines substantially from articles, materials, or supplies of the growth, production, or manufacture, as the case may be, of the Philippines.

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

- 28.1. The Procuring Entity will undertake the detailed evaluation and comparison of bids which have passed the opening and preliminary examination of bids, pursuant to ITB Clause 24, in order to determine the Lowest Calculated Bid.
- 28.2. The Lowest Calculated Bid shall be determined in two steps:
- (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
  - (b) The ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.
- 28.3. 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 following in the evaluation of bids:
- (a) Completeness of the bid. Unless the BDS allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0)

or a dash (-) for the said item would mean that it is being offered for free to the Procuring Entity, except those required by law or regulations to be provided for; and

- (b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications. Any adjustment shall be calculated in monetary terms to determine the calculated prices.

- 28.4. Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the **BDS**.
- 28.5. The Procuring Entity's evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Schedule of Prices.
- 28.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.
- 28.7. If so indicated pursuant to ITB Clause 1.2, Bids are being invited for individual lots or for any combination thereof, provided that all Bids and combinations of Bids shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid prices quoted shall correspond to all items specified for each lot and to all quantities specified for each item of a lot. Bid Security as required by ITB Clause 18 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in BDS Clause 28.3.

## **29. Post-Qualification**

- 29.1. The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions specified in ITB Clauses 5, 12, and 13.
- 29.2. Within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.

- 29.3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to ITB Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.
- 29.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the HoPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.
- 29.5. A negative determination shall result in rejection of the Bidder's Bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid with a fresh period to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the LCRB is determined for recommendation for contract award.
- 29.6. Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the LCRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.
- 29.7. In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated Bid. A request for reconsideration may be filed by the bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

### **30. Reservation Clause**

- 30.1. Notwithstanding the eligibility or post-qualification of a Bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as

ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.

30.2. Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:

- (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
- (b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
- (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
  - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HoPE;
  - (ii) If the project is no longer necessary as determined by the HoPE; and
  - (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.

30.3. In addition, the Procuring Entity may likewise declare a failure of bidding when:

- (a) No bids are received;
- (b) All prospective Bidders are declared ineligible;
- (c) All bids fail to comply with all the bid requirements or fail post-qualification; or
- (d) The bidder with the LCRB refuses, without justifiable cause to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.



## **Award of Contract**

### **31. Contract Award**

- 31.1. Subject to ITB Clause 29, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB.
- 31.2. Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award duly received by the Bidder or its representative personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.
- 31.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
- (a) Submission of the following documents within ten (10) calendar days from receipt of the Notice of Award:
    - (i) Valid JVA, if applicable; or
    - (ii) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign Bidder;
  - (b) Posting of the performance security in accordance with ITB Clause 33;
  - (c) Signing of the contract as provided in ITB Clause 32; and
  - (d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.
- 31.4. At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified in Section VI. Schedule of Requirements.

### **32. Signing of the Contract**

- 32.1. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 32.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to the Procuring Entity.

32.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.

32.4. The following documents shall form part of the contract:

- (a) Contract Agreement;
- (b) Bidding Documents;
- (c) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g., bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
- (d) Performance Security;
- (e) Notice of Award of Contract; and
- (f) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

### 33. Performance Security

33.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.

33.2. The Performance Security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.  <i>For biddings conducted by the LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	Five percent (5%)

<p>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</p> <p><i>For biddings conducted by the LGUs, the Bank Draft/ Guarantee or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	<p>Thirty percent (30%)</p>

33.3. Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall have a fresh period to initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the LCRB is identified and selected for recommendation of contract award. However if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.

#### **34. Notice to Proceed**

Within seven (7) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue the Notice to Proceed (NTP) together with a copy or copies of the approved contract to the successful Bidder. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.

#### **35. Protest Mechanism**

Decisions of the procuring entity at any stage of the procurement process may be questioned in accordance with Section 55 of the IRR of RA 9184.

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

## Bid Data Sheet

ITB Clause	
1.1	The Procuring Entity is the <b>Department of Budget and Management</b> .
1.2	This bidding shall only have one (1) lot, as follows: <b>Janitorial Manpower Services</b>
2	The Funding Source is:  The Government of the Philippines (GOP) through the authorized appropriations under the FY 2018 General Appropriations Act and Multi-year Obligational Authority No. MYOA-BMB-C-17-0000025 in the amount of <b>Thirty Million Pesos (P30,000,000.00)</b> for two (2) years.  The name of the Project is <b>Janitorial Manpower Services</b> .
3.1	No further instructions.
5.1	No further instructions.
5.2	Foreign bidders, except those falling under ITB Clause 5.2(b), may not participate in this Project.
5.4	The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 12.1(a)(ii), a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.  Bidders shall include in their bids:  1. a photocopy of Single Largest Completed Contract or Purchase Order; and  2. the corresponding proof of completion, which could either be:  (i) Certificate of Final Acceptance/Completion from the bidder's client; or  (ii) Official Receipt of the bidder covering the full amount of the contract.  Failure to submit a copy of the Single Largest Completed Contract with proof of completion is a valid ground for disqualification of the bidder.  Similar contract shall refer to provision of janitorial manpower services.
7	No further instructions.
8.1	Subcontracting is not allowed.
8.2	Not applicable.
9.1	The Procuring Entity will hold a Pre-bid Conference for this Project on December 1, 2017, 10:00 a.m., at the BAC Conference Room, Ground Floor, DBM Building III, General Solano St., San Miguel, Manila.

10.1	The Procuring Entity's address is: Department of Budget and Management DBM Bldg. III, General Solano St. San Miguel, Manila
12.1(a)	No further instructions.
12.1(a)(i)	For corporations/partnerships, the following may also be submitted: latest articles of incorporation/partnerships, by-laws, or amendments thereto, duly approved by the Securities and Exchange Commission.
12.1(a)(ii)	The bidder's SLCC similar to the contract to be bid should have been completed within two (2) years prior to the deadline for the submission and receipt of bids.
12.1(b)(iii)	Notarization of this document shall comply with the 2004 Rules on Notarial Practice which limits competent evidence of identity to the following:  (i) identification documents issued by an official agency bearing the photograph and signature of the individual (i.e., passport, driver's license, SSS ID, GSIS e-card, etc.); and  (ii) the oath of affirmation of one credible witness not privy to the instrument, document or transaction who is personally known to the notary public and who personally knows the individual and shows to the notary public documentary identification.
13.1	No additional requirements.
13.2	The ABC is Thirty Million Pesos (P30,000,000.00) for two (2) years. Any bid with a financial component exceeding this amount shall not be accepted.
15.1	The bidder shall fill in the necessary information and round off rates and prices to the nearest two decimal points.
15.4(a)(iv)	No incidental services are required.
15.4(b)	No incidental services are required.
16.1(b)	Not applicable
16.3	Not applicable.
17.1	Bids will be valid until April 14, 2018.
18.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:  1. The amount of not less than P600,000.00 [2% of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or  2. The amount of not less than P1,500,000.00 [5% of ABC] if bid security is in Surety Bond.
18.2	The bid security shall be valid until April 14, 2018.

20.3	Each Bidder shall submit one (1) original and two (2) duplicate copies of the first and second components of its bid.
21	The address for submission of bids is at the BAC Conference Room, Ground Floor, DBM Building III, General Solano St., San Miguel, Manila. The deadline for submission of bids is December 15, 2017, 9:00 a.m. Late bids shall not be accepted.
24.1	The place of bid opening is at the BAC Conference Room, Ground Floor, DBM Building III, General Solano St., San Miguel, Manila. The date and time of bid opening is December 15, 2017, 9:00 a.m.
24.2	No further instructions.
24.3	No further instructions.
27.1	No further instructions.
28.3(a)	Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
28.4	No further instructions.
29.2	The following shall be submitted in addition to those specified under Section 29.2 of the GCC:  Latest Income and Business Tax Returns, filed and paid through the Electronic Filing and Payments System (EFPS), consisting of the following:  <ul style="list-style-type: none"> <li>- 2016 Income Tax Return with proof of payment; and</li> <li>- VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment covering the months from May 2017 to October 2017.</li> </ul>
32.4(f)	No additional requirement.

## ***Section IV. General Conditions of Contract***



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## **1. Definitions**

1.1. In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this Section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring Entity" means the organization purchasing the Goods, as named in the SCC.
- (h) "The Procuring Entity's country" is the Philippines.
- (i) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the SCC.
- (j) The "Funding Source" means the organization named in the SCC.
- (k) "The Project Site," where applicable, means the place or places named in the SCC.
- (l) "Day" means calendar day.
- (m) The "Effective Date" of the contract will be the date of signing the contract, however the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed and copy of the approved contract.

- (n) "Verified Report" refers to the report submitted by the Implementing Unit to the HoPE setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

## **2. Corrupt, Fraudulent, Collusive, and Coercive Practices**

2.1. Unless otherwise provided in the SCC, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
  - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
  - (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
  - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
  - (v) "obstructive practice" is
    - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an

administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

- (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

2.2. Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in GCC Clause 2.1(a).

### **3. Inspection and Audit by the Funding Source**

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

### **4. Governing Law and Language**

- 4.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.
- 4.2. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

### **5. Notices**

- 5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

- 5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC for GCC Clause 5.1.

## **6. Scope of Contract**

- 6.1. The Goods and Related Services to be provided shall be as specified in Section VI. Schedule of Requirements.
- 6.2. 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. Any additional requirements for the completion of this Contract shall be provided in the SCC.

## **7. Subcontracting**

- 7.1. Subcontracting of any portion of the Goods, if allowed in the BDS, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 7.2. If subcontracting is allowed, the Supplier may identify its subcontractor during contract implementation. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under ITB Clause 12 and comply with the eligibility criteria specified in the BDS. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

## **8. Procuring Entity's Responsibilities**

- 8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with GCC Clause 6.

## **9. Prices**

- 9.1. For the given scope of work 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 IRR or except as provided in this Clause.

- 9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with GCC Clause 29.

## **10. Payment**

- 10.1. Payments shall be made only upon a certification by the HoPE to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in GCC Clause 17.
- 10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the SCC provision for GCC Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.
- 10.3. Pursuant to GCC Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the schedule stated in the SCC.
- 10.4. Unless otherwise provided in the SCC, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.
- 10.5. Unless otherwise provided in the SCC, payments using Letter of Credit (LC), in accordance with the Guidelines issued by the GPPB, is allowed. For this purpose, the amount of provisional sum is indicated in the SCC. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.

## **11. Advance Payment and Terms of Payment**

- 11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 11.2. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.
- 11.3. For Goods supplied from abroad, unless otherwise indicated in the SCC, the terms of payment shall be as follows:
- (a) On Contract Signature: Fifteen Percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent

amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.

- (b) On Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.
- (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

## **12. Taxes and Duties**

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

## **13. Performance Security**

- 13.1. Within ten (10) calendar days from receipt of the Notice of Award 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 the forms prescribed in the ITB Clause 33.2.
- 13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
- 13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
  - (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
  - (b) The Supplier has no pending claims for labor and materials filed against it; and
  - (c) Other terms specified in the SCC.



- 13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

#### **14. Use of Contract Documents and Information**

- 14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 14.2. Any document, other than this Contract itself, enumerated in GCC Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

#### **15. Standards**

The Goods provided under this Contract shall conform to the standards mentioned in Section VII. Technical Specifications; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

#### **16. Inspection and Tests**

- 16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. 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.
- 16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.
- 16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

- 16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Clause 5.
- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

## **17. Warranty**

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the SCC. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the total Contract Price or other such amount if so specified in the SCC. The said amounts shall only be released after the lapse of the warranty period specified in the SCC; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.4. 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, within the period specified in the SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in GCC Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

## **18. Delays in the Supplier's Performance**

- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.
- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under GCC Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 18.3. Except as provided under GCC Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 19, unless an extension of time is agreed upon pursuant to GCC Clause 29 without the application of liquidated damages.

## **19. Liquidated Damages**

Subject to GCC Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity may rescind or terminate the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.

## **20. Settlement of Disputes**

- 20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be

settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.

- 20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."
- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

## **21. Liability of the Supplier**

- 21.1. The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the SCC.
- 21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **22. Force Majeure**

- 22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 22.2. For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Supplier could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

## **23. Termination for Default**

23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:

- (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;
- (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or
- (c) The Supplier fails to perform any other obligation under the Contract.

23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.

23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

## **24. Termination for Insolvency**

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

## **25. Termination for Convenience**

25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.

25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:

- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

## **26. Termination for Unlawful Acts**

26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- (a) Corrupt, fraudulent, and coercive practices as defined in ITB Clause 3.1(a);
- (b) Drawing up or using forged documents;
- (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- (d) Any other act analogous to the foregoing.

## **27. Procedures for Termination of Contracts**

27.1. The following provisions shall govern the procedures for termination of this Contract:

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;

- (b) Upon recommendation by the Implementing Unit, the HoPE shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
- (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
  - (ii) the extent of termination, whether in whole or in part;
  - (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
  - (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract;
- (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE; and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

**28. Assignment of Rights**

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

**29. Contract Amendment**

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

**30. Application**

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.



## ***Section V. Special Conditions of Contract***

## Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is the <b>Department of Budget and Management (DBM)</b> .
1.1(i)	The Supplier is
1.1(j)	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through the authorized appropriations under the FY 2018 General Appropriations Act and Multi-year Obligational Authority No. MYOA-BMB-C-17-0000025 in the amount of <b>Thirty Million Pesos (P30,000,000.00)</b> for two (2) years.</p>
1.1(k)	<p>The Project Site is:</p> <p>Department of Budget and Management General Solano St. San Miguel, Manila.</p>
2.1	No further instructions.
5.1	<p>The Procuring Entity's address for Notices is:</p> <p style="padding-left: 40px;">Department of Budget and Management Administrative Service (AS) Ground Floor, DBM Building III, General Solano St. San Miguel, Manila Tel No. (02)657-3300 loc. 3115</p> <p style="padding-left: 40px;">Contact Person: Director Ryan S. Lita Administrative Service (AS)</p> <p>The Supplier's address for Notices is:</p>
6.2	<p>The DBM has the right to effect changes in the assignment/deployment of the janitors at any time during the contract period through a written notice to the Contractor.</p> <p>Likewise, the DBM may increase or decrease the number of janitors as may be necessary, and reserves the right to increase, reduce, or limit the scope of services for the Contractor. In such event, any corresponding adjustment in the cost shall not exceed the contract price.</p> <p>The Contractor shall strictly comply with Section VII. Technical Specifications, as well as other DBM rules and regulations.</p>

10.1	<p>Payment shall be made not later than 15 calendar days upon complete submission by the Contractor of the following documents:</p> <ul style="list-style-type: none"> <li>a. DTRs of all janitors duly signed by the AS Director or his/her duly authorized representative;</li> <li>b. Proof of previous months' remittances to the SSS, PhilHealth, and Pag-IBIG, together with transmittal sheet stamped received by the foregoing, certified true copy of a duly accomplished previous months payroll sheet, as well as such other relevant documents as may be required by the DBM; and</li> <li>c. Invoice of billing or statement of account for the period covered.</li> </ul> <p>Thereafter, payment shall be made upon certification by the AS Director that the services rendered by the Contractor in accordance with the terms and conditions of the Contract.</p>
10.4	Not applicable.
10.5	Payment using LC is not allowed.
13.4(c)	No further instructions.
15	<p>The Contractor shall maintain a satisfactory level of performance throughout the Contract period based on the following set of performance criteria:</p> <ul style="list-style-type: none"> <li>a. Quality of work delivered;</li> <li>b. Time management;</li> <li>c. Management and suitability of personnel;</li> <li>d. Contract administration and management;</li> <li>e. Provision of regular progress report;</li> <li>f. Attentiveness to details; and</li> <li>g. Compliance with DBM instructions and policies.</li> </ul> <p>The DBM-AS shall conduct a periodic review using the above-cited criteria to ensure compliance with the technical specifications, as well as with the other terms and conditions imposed by the DBM during the contract period.</p> <p>Further, the DBM-AS shall conduct a mid-term assessment or evaluation of the performance of the Contractor. Based on its assessment, the DBM may pre-terminate the contract for failure of the Contractor to perform its obligations thereon following the procedure prescribed under the Guidelines on Termination of Contracts issued by the Government Procurement Policy Board under Resolution No. 018-2004 dated December 22, 2004.</p>

16.1	Not applicable.
19	No further instructions.
21.1	If applicable, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

## ***Section VI. Schedule of Requirements***

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

<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Delivery Date</b>
1.	Provision of Janitorial Personnel	52	January 1, 2018
2.	Provision of cleaning equipment/tools in good running condition, as specified in Section VII. Technical Specifications.		

**I hereby certify to comply and deliver all the above requirements.**

\_\_\_\_\_  
**Name of Company/Bidder**

\_\_\_\_\_  
**Signature over Printed Name of Representative**

\_\_\_\_\_  
**Date**

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

Bidders must state here either "Comply" or any equivalent term in the column "Bidder's Statement of Compliance" against each of the individual parameters of each "Specification."

Item	Specification	Bidder's Statement of Compliance
1.	<p>The Contractor shall provide 52 janitorial personnel, including 1 working Janitorial Supervisor who will be assigned to monitor and supervise janitorial attendants who are:</p> <ul style="list-style-type: none"> <li>a. of good moral character and without criminal or police records;</li> <li>b. physically and mentally fit, as evidenced by a medical certificate; and</li> <li>c. duly trained and skilled to function as janitorial personnel.</li> </ul> <p>The Contractor, upon receipt of the Notice of Award, shall be required to submit to the DBM-AS Director a sworn statement attesting compliance with the foregoing.</p>	
2.	<p>The Contractor shall assign a Roving Supervisor for its own account, separate from the Janitorial Supervisor, to monitor the performance of the janitorial attendants and handle the consolidation of daily timecards periodically in preparation for the monthly billing to the DBM.</p>	
3.	<p>The janitorial personnel shall perform the following:</p> <ul style="list-style-type: none"> <li>a. Maintain the cleanliness and orderliness of the office premises in accordance with the Service Level Agreement (Annex A) and the Housekeeping Plan to be submitted by the Contractor during contract implementation, taking into account the following: <ul style="list-style-type: none"> <li>a.1 protection of DBM properties from damage or destruction in connection with the janitorial activities rendered;</li> <li>a.2 preservation of confidentiality of DBM records; and</li> <li>a.3 proper collection and disposal of garbage.</li> </ul> </li> <li>b. Miscellaneous Services to be performed whenever required (i.e., logistical assistance during meetings and conferences; hauling of office furniture, fixtures and equipment; and other errand works within DBM premises).</li> </ul>	
4.	<p>The Contractor shall provide, at a minimum, the following cleaning equipment/tools in good running condition:</p> <ul style="list-style-type: none"> <li>a. Heavy-duty floor polisher, size 20" - 1 unit</li> <li>b. Heavy-duty floor polisher, size 16" - 8 units</li> </ul>	

Item	Specification	Bidder's Statement of Compliance
	<ul style="list-style-type: none"> <li>c. Mop wringer/squeezer - 9 units</li> <li>d. Glass squeegee - 20 sets</li> <li>e. Heavy-duty vacuum cleaner - 4 units</li> <li>f. Stainless step ladder, 6 ft. - 6 units</li> <li>g. Stainless step ladder, 14 ft. - 2 units</li> <li>h. Heavy-duty pushcart (big) - 8 units</li> <li>i. Heavy-duty garbage buggy - 3 units</li> <li>j. Floor warning sign - 16 units</li> <li>k. Spatula - 32 pieces</li> <li>l. Wheel barrow - 2 units</li> <li>m. Grass cutter - 2 pcs</li> <li>n. Garden tools - 2 sets</li> <li>o. Garden hose, 100 meters/set - 2 sets</li> </ul>	
5.	<p>The following areas shall be covered by the Janitorial Services, comprising of office spaces, conference rooms, pantries, stock rooms, comfort rooms, hallways, and common areas:</p> <ul style="list-style-type: none"> <li>a. Building I (2 storey), 2,500 sq. m.</li> <li>b. Building II (4 storey w/ roof deck), 13,464 sq. m.</li> <li>c. Building III (2 storey), 2,692 sq. m.</li> <li>d. Multipurpose building w/ gym, 960 sq. m.</li> </ul>	
6.	<p>Additional Set of Technical Parameters</p> <ul style="list-style-type: none"> <li>a. Stability <ul style="list-style-type: none"> <li>a.1 Years of Experience – at least 5 years in the janitorial business.</li> <li>a.2 Liquidity of Contractor – at least P5,000,000.00 (current assets minus inventory stocks or supplies inventory, as applicable, minus current liability, based on the Contractor's Balance Sheet as of December 2016)</li> <li>a.3 Organizational Set-up – with good and efficient office set-up, personnel, office tools, and equipment.</li> </ul> </li> <li>b. Resources <ul style="list-style-type: none"> <li>b.1 Number and Kind of Equipment and Supplies – with minimum number and kind of equipment and supplies as specified under item 4 of Section VII. Technical Specifications.</li> <li>b.2 Number of Janitors – at least 52 Janitors</li> <li>b.3 Number of Supervisors – at least 5 supervisors</li> </ul> </li> </ul>	

Item	Specification	Bidder's Statement of Compliance
	c. Housekeeping Plan – said Plan must be tailored fit to the service requirements of the DBM. The Contractor shall state/enumerate the specific methodology to be employed for the execution of the Housekeeping Plan. The Housekeeping Plan shall be submitted together with the additional documents stated in ITB Clause 29.2.	

**I hereby certify to comply and deliver all the above requirements.**

\_\_\_\_\_  
Name of Company/Bidder

\_\_\_\_\_  
Signature over Printed Name of Representative

\_\_\_\_\_  
Date



**SERVICE LEVEL AGREEMENT**

**1.0 General Conditions:**

- 1.1 The Contractor agrees that the DBM-CO, through the Administrative Service, reserves the right to screen and accept or deny the deployment of any personnel recommended by the Contractor.
- 1.2 The deployed personnel shall work 8 hours a day, 6 days a week from Monday to Saturday. However, the personnel may be requested to provide assistance outside the regular working hours or during weekends or holidays, upon the written approval of the Head of the Administrative Service.
- 1.3 The DBM has the right to effect changes in the assignment/deployment of the janitors at anytime during the contract period through a written notice to the Contractor. Likewise, the DBM may increase or decrease the number of janitors as may be necessary and reserves the right to increase, reduce, or limit the scope of services of the Contractor. In such event, any corresponding adjustment in the cost shall not exceed the contract price.
- 1.4 The Contractor shall make available relievers and/or replacements at all times to ensure continuous and uninterrupted services.
- 1.5 The Contractor shall pay its personnel not less than the minimum wage and other benefits mandated by the law. The Contractor shall provide the Janitorial personnel their monthly pay slip containing the necessary information on it. The Contractor shall comply with the laws governing labor standards and employee's compensation. A certificate for the purpose shall be required from the Contractor.
- 1.6 The Contractor shall submit, along with the monthly billing statement, a certified true copy of duly accomplished payroll sheet, receipts and prescribed reports stamped received by SSS, Philhealth or Pag-ibig, as proof of remittances for SSS, Philhealth and Pag-ibig premiums of the Janitorial personnel assigned to the DBM only.
- 1.7 The Contractor in the performance of its services shall secure, maintain at its own expense all registration, licenses or permits required by law, and shall comply with all pertinent rules and regulations. The Contractor's personnel shall take all necessary precautions for the safety of all persons and properties at or near their area of work and shall comply with all the standards and established safety regulations, rules and practices.
- 1.8 The Contractor shall provide the personnel with appropriate uniforms, protective gear, if necessary, and ensure that they shall observe proper personal hygiene and appear neat and clean at all times.

1.9 The Contractor shall ensure that safety shall be the first priority in the performance of its functions, and avoid the creation of safety hazards both in the condition of the work performed and while doing the work.

## 2.0 Specific Conditions:

Each area shall be cleaned to the service specification as detailed in the table below:

COVERAGE	DESCRIPTION OF TASK	FREQUENCY*
OFFICES/ RECEPTION AREAS/ HALL AND STAIRWAYS	Empty waste bins and wash out, if required	Daily
	Water indoor plants	Daily
	Bring out indoor plants	Once a week
	Machine scrub and buff hard floors	Once a week
	Wipe/clean window shades; clean inside windows; clean door jams/balusters/handrills; clean glass walls/ partitions	Once a week
	Machine scrub and buff hard floors	Once a week
	Remove cobweb (ceiling, lighting fixtures, etc)	Once a month
	Wash walls with dirt and stain mark	Once a month
	Wet cleaning/ dusting/ vacuuming upholstered furniture/office chairs	Once a month
	Dust Mop/Spot Mop/Buf the floors;	As necessary**
OFFICE SPACES	Damp wipe office tables and chairs	Daily
	Damp wipe office equipment i.e. computer screens, keyboards, calculator; telephone, desk lamp, filing cabinets, etc.	Daily
	Remove cobweb (ceiling, lighting fixtures, etc.)	Once a month
	Wash walls with dirt and stain mark	Once a month
	Wet cleaning/ dusting/ vacuuming upholstered furniture/office chairs	Once a month
	Dust mop/spot mop/buff floors	As necessary**
MULTIPURPOSE HALL/ CONFERENCE	Empty paper/waste bins, wash out if required	Daily

ROOMS/ LIBRARY/	Damp dust table tops, re-arrange chairs	Daily
	Machine scrub and buff hard floors	Thrice a week
	Wipe/clean window shades, inside windows, door jambs, glass walls / partitions	Once a week
	Remove cobweb on ceiling, lighting fixtures, etc.	Once a month
	Wash walls, window sills, surrounds and other vertical ledges with dirt and stain marks	Once a month
	Wet clean, dust and vacuum upholstered furniture	Once a month
	Dust mop/spot mop/buff floors	As necessary**
WASHROOMS AND TOILETS	Mop clean, disinfect and dry floor	As necessary**
	Wash, clean and disinfect urinals and toilet bowls	As necessary**
	Empty and wash waste bins	As necessary**
PANTRY	Damp wipe and polish with dry cloth the refrigerator, oven, etc.	Thrice a week
	Disinfect floors, pantry sink and pantry cabinets	Once a week
	Dust mop/spot mop the floors, pantry sink, and pantry cabinets	As necessary**
MULTIPURPOSE BUILDING/ GYM	Clean bleachers and shower room	Daily
	Clean and remove dusts from equipment, handrails and stairways	Daily
RECORDS AREA/ STOCKROOMS	Clean the floor and remove dusts from equipment and files	Once a week
DBM GROUNDS	Clear rubbish from path walks, driveways, parking areas, park, etc.	Daily
	Water outdoor plants	Twice Daily
	Trimming of plants	Twice a month or as necessary

Note:

\* Frequency may be changed during the contract implementation, upon the instruction of the head of the Administrative Service.

\*\* "As necessary" means to be checked once a day and cleaned if necessary.

## 2.1 Service Standard

Deployed janitorial personnel shall be professional, courteous and sensitive to the client's needs at all times.

The expected standard after cleaning and waste collection is as follows:

#### Office Areas

- a. All surfaces, fixtures and fittings, up to normal cleaning height, should be free from dust, stains and debris
- b. All waste receptacles empty

NOTE: Papers, files and electronic equipment will not be removed or adjusted while cleaning (where applicable), unless prior permission has been obtained from the employee concerned.

#### Washrooms and Toilets

- a. All surfaces, fixtures and fittings, up to normal cleaning height, should be free from dust, stains and debris
- b. All sanitary fittings should be free from grime, dirt and smear

### **2.2 The duties of the assigned Janitorial Supervisor shall include but not limited to the following:**

- a. Makes rounds to check his/her subordinates, provides special cleaning instructions and/or assignments, and ascertain compliance with directives.
- b. Conducts inspection to check cleanliness and orderliness of the premises, and informs his/her subordinates of corrections necessary.
- c. Determines materials, supplies needed and timely informs the Head of the General Services Division, Administrative Service of the requirement.
- d. Trains subordinate on proper cleaning methods, use of equipment, safety practices and work regulations

## ***Section VIII. Bidding Forms***

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## Bid Form

Date: \_\_\_\_\_  
 Invitation to Bid No.: **DBM-2017-31**

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

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

Particulars	No. of Janitorial Personnel	Monthly Rate (in Php)	Annual Rate (in Php)
<b>A. Wage, COLA, Leave Benefits, 13th month pay</b>		<b>761,002.66</b>	<b>9,132,032.00</b>
Basic wage rate/month (@ Php502.00/day)	52	678,704.00	8,144,448.00
COLA (@10.00/day)	52	13,520.00	162,240.00
Vacation/Sick Leave Benefits	52	11,093.33	133,120.00
13 <sup>th</sup> Month Pay	52	57,685.33	692,224.00
<b>B. Employer's Share to Gov't in favor of the Janitor</b>		<b>65,884.00</b>	<b>790,608.00</b>
SSS Premium (Circular 22-P: ER Contribution Only)	52	51,714.00	620,568.00
PhilHealth Premium (Employer's Share)	52	8,450.00	101,400.00
Pag-IBIG Fund Premium	52	5,200.00	62,400.00
ECC	52	520.00	6,240.00
<b>C. Total Compensation (A+B)</b>		<b>826,886.66</b>	<b>9,922,640.00</b>
<b>D. Administrative and Operating Overhead and Margin, including Cost for Cleaning Equipment/Tools (between 10% to 15% of C)</b>			

E. Total Compensation and Administrative and Operating Overhead and Margin, including Cost for Cleaning Equipment/Tools (C+D)			
F. VAT (12% of E)			
G. Total Cost inclusive of VAT (E+F)			
H. Contingency (to cover additional janitors and overtime pay)		188,428.39	2,261,140.67
I. Grand Total			

Note: Only bids for items D, E, F, G and I shall be indicated by the bidder.

All rates and prices shall be rounded off to the nearest two decimal points.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the Name of Project of the Name of the Procuring Entity]* *[for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Name of Project of the Name of the Procuring Entity].*



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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
*[Signature]*

\_\_\_\_\_  
*[In the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

***Statement of Single Largest Completed Contract  
which is Similar in Nature***  
(indicate only one)

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Name of Client	Date of the Contract	Kinds of Goods	Amount of Contract	Date of Delivery	End User's Acceptance or Official Receipt(s) Issued for the Contract

Submitted by : \_\_\_\_\_  
(Printed Name and Signature)

Designation : \_\_\_\_\_

Date : \_\_\_\_\_

**Instructions:**

- a. Cut-off date is December 15, 2017.
- b. Similar contract shall refer to provision of janitorial manpower services.

F

***Statement of all Ongoing Government and Private Contracts Including  
Contracts Awarded but not yet Started***

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Name of Client	Date of the Contract	Kinds of Goods	Value of Outstanding Contracts	Date of Delivery
<u>Government</u>				
<u>Private</u>				

Submitted by : \_\_\_\_\_  
(Printed Name and Signature)

Designation : \_\_\_\_\_

Date : \_\_\_\_\_

**Instructions:**

- i. State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project being bidden) prior to December 15, 2017.
- ii. If there is no ongoing contract including those awarded but not yet started as of the aforementioned period, state none or equivalent term.
- iii. The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC).

## Contract Agreement Form

---

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ between *[name of PROCURING ENTITY]* of the Philippines (hereinafter called "the Entity") of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract;
  - (f) the Performance Security; and
  - (g) the Entity's Notice of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier).

## Omnibus Sworn Statement

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;
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 following responsibilities as a Bidder:
- a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure 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.

IN WITNESS WHEREOF, I have hereunto set my hand this \_ day of \_\_, 20\_ at \_\_\_\_\_, Philippines.

\_\_\_\_\_  
Bidder's Representative/Authorized Signatory

**SUBSCRIBED AND SWORN** to before me this      day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s *is/are* personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of *[month]* *[year]*.

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ *[date issued]*, *[place issued]*

IBP No. \_\_\_\_\_ *[date issued]*, *[place issued]*

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_

\* This form will not apply for WB funded projects.



## Bank Guarantee Form for Advance Payment

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To: *[name and address of PROCURING ENTITY]*  
*[name of Contract]*

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 10 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the "Supplier") shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*

## BID SECURING DECLARATION FORM

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REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.

X-----X

### BID SECURING DECLARATION Invitation to Bid: *[Insert Reference number]*

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

I/We<sup>1</sup>, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
  - (c) I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

---

<sup>1</sup> Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

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

[Insert NAME OF BIDDER'S AUTHORIZED  
REPRESENTATIVE]

[Insert Signatory's Legal Capacity]  
Affiant

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of [month] [year] at [place  
of execution], Philippines. Affiant/s is/are personally known to me and was/were identified  
by me through competent evidence of identity as defined in the 2004 Rules on Notarial  
Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government  
identification card used], with his/her photograph and signature appearing thereon, with no.  
\_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_ at \_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of [month] [year].

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ [date issued], [place issued]

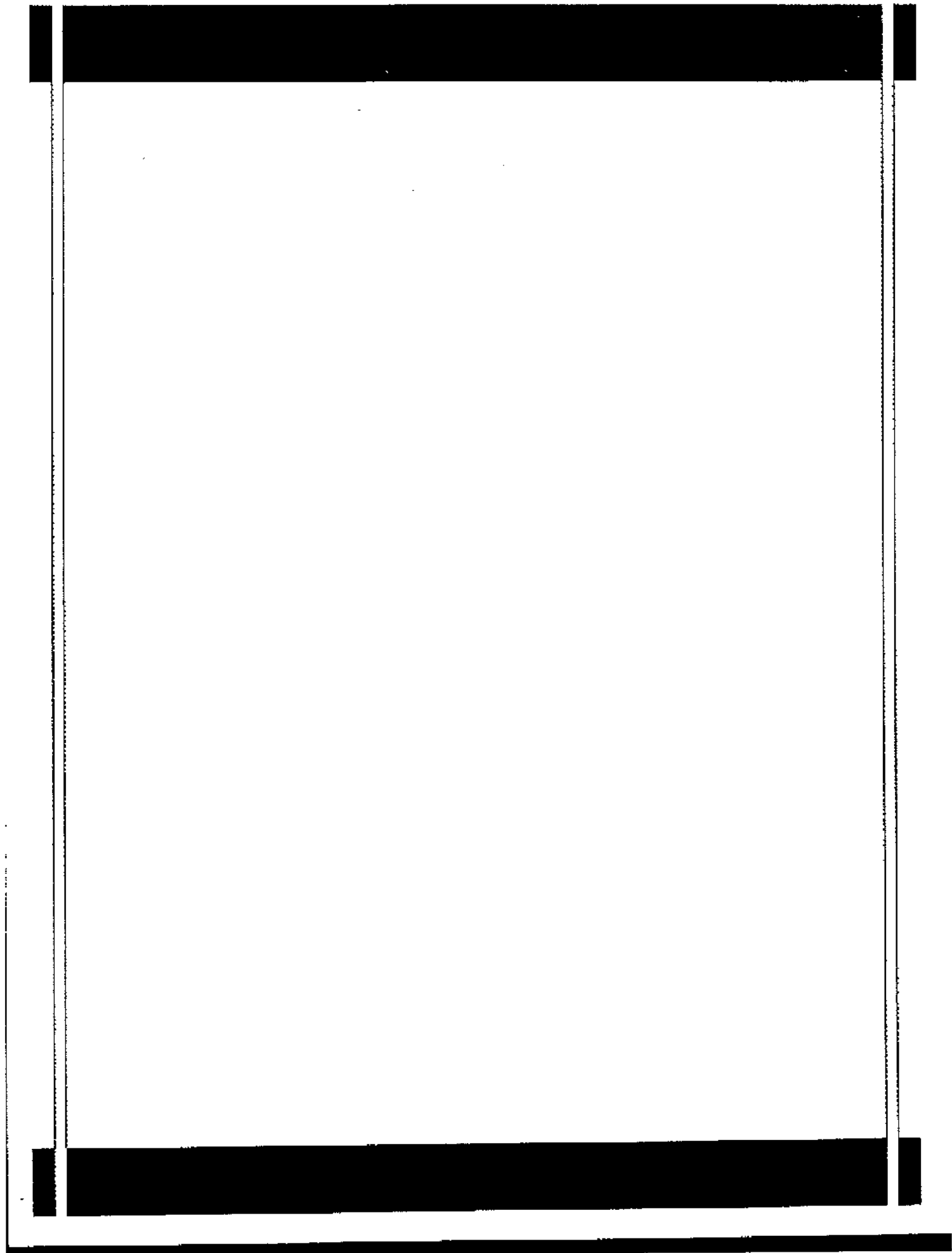
IBP No. \_\_\_\_\_ [date issued], [place issued]

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_





REPUBLIC OF THE PHILIPPINES  
**DEPARTMENT OF BUDGET AND MANAGEMENT**  
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

**BIDS AND AWARDS COMMITTEE**

**MINUTES OF MEETING**

December 1, 2017, 9:00 a.m.

Bids and Awards Committee Conference Room

**I. Attendance**

Chairperson:	Assistant Secretary Clarito Alejandro Magsino, Chief Information Office
Vice Chairperson:	Director Ryan Lita, Administrative Service
Members:	Director Dolores Galura, Finance Service Mr. Virgilio Umapacan., B.U.D.G.E.T. Representative
Alternate Member:	Director Mercedes Navarro, Corporate Planning and Management Service
Technical Working Group: (TWG)	Ms. Mayvilyn Matias Ms. Jenelyn Sunga Mr. George Sotelo Mr. Rainier Diaz Mr. Neoldino Bañaga, Procurement Service (PS)-Philippine Government Electronic Procurement System (PhilGEPS)
Secretariat:	Atty. Mark Wayne Eubank Ms. Rhonna Regina Puno Ms. Donna de Ocampo
End-User Representatives:	Ms. Ariane Pedralves, Systems and Productivity Improvement Bureau (SPIB) Ms. Rochelle Ramirez, SPIB Ms. Emerita Menghamal, SPIB
Observers:	Director Rosa Maria Clemente, PS-PhilGEPS Mr. Dennis Nacario, USAID, FPI
Bidder Representatives:	<u>Acquisition and Customization of an Electronic Government Procurement System (eGPS)</u>  Ms. Shyra Nayon, Nextix, Inc. Mr. Bobby Suson, Nextix, Inc. Ms. Emily Gulatab, Nextix, Inc. Mr. Danilo Rostrata, HTech Corp. Ms. Echie Hernandez, HTech Corp. Mr. Gelmer Pixlo, Philcox Philippines, Inc.

### Janitorial Manpower Services

Ms. Jean Lapid, Excellent General Services, Inc.  
Ms. Ivy Macalalad, M8 Manpower Services  
Ms. Maria Sheryl Lauro, Front Runners Property  
Mr. Jose Delez, DBP Service Corp.

## **II. Call to Order**

The quorum was confirmed by the Secretariat, thus, the meeting was called to order at 9:00 a.m. by Assistant Secretary Clarito Alejandro Magsino, Bids and Awards Committee Chairperson.

## **III. Highlights of the Meeting**

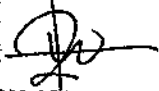
Topics/Issues	Comments/Decisions/Instructions
<b>A. Submission of Eligibility and Technical Documents</b>	
<b>1. Acquisition and Customization of an Electronic Government Procurement System</b>	<ul style="list-style-type: none"><li>• Three (3) interested consultants, namely: (i) HTech Corporation; (ii) The Joint Venture of Nextix, Inc. and Nextenders (India); and (iii) The Joint Venture of Comclark Network and Technology Corp., PHILCOX (PHILS.), Inc., and Varco Technologies, submitted their eligibility and technical documents before the 9:00 a.m. deadline.</li><li>• After preliminary evaluation of the eligibility and technical documents, the BAC, using a non-discretionary "pass/fail" criterion, declared the following:<ul style="list-style-type: none"><li>◦ The submission of HTech Corporation as "ineligible" for its failure to show the necessary certificate of good standing, or any equivalent document, to support its Statement of all Government and Private Contracts Completed which are similar in nature, as required under Clause 2.1(a)(ii.7), Section III. Eligibility Data Sheet of the bidding documents; and</li><li>◦ The submissions of The Joint Venture of Nextix, Inc. and Nextenders (India), and The Joint Venture of Comclark Network and Technology Corp., PHILCOX (PHILS.), Inc., and Varco Technologies as "eligible" for complying with all the eligibility and technical requirements as stated in the bidding documents.</li></ul></li><li>• Consequently, both bidders who were declared as eligible will be scheduled for oral presentations to demonstrate their respective commercial off-the-shelf system.</li></ul>

Topics/Issues	Comments/Decisions/Instructions
<b>B. Pre-bid Conference</b>  <b>1. Janitorial Manpower Services</b>	<ul style="list-style-type: none"> <li>• Four (4) prospective bidders, namely: (i) Excellent General Services, Inc.; (ii) M8 Manpower Services; (iii) Front Runners Property; and (iv) DBP Service Corp., attended the pre-bid conference.</li> <li>• The TWG member-in-charge presented the technical and financial requirements of the Project, with emphasis on the common reasons for disqualification.</li> <li>• Thereafter, the BAC informed the prospective bidders that the deadline for submission of inquiry/clarification is on December 5, 2017. Accordingly, the BAC shall issue amendments or clarifications through a Supplemental/Bid Bulletin not later than December 8, 2017.</li> </ul>
<b>C. Other Matters</b>  <b>1. SPIB-Hiring of Highly Technical Consultants</b>	<ul style="list-style-type: none"> <li>• The end-user representatives were advised to submit the respective terms of reference of the proposed consultants before inclusion in the Supplemental Annual Procurement Plan.</li> </ul>

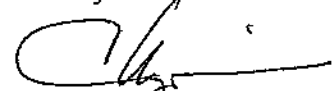
#### IV. Adjournment

There being no other matters to be discussed, the meeting was adjourned at 12:30 p.m.

Prepared by:

  
**AARON ALBERTO A. ESCALONA**  
 Secretariat

Noted by:

  
**CLARITO ALEJANDRO D. MAGSINO**  
 Chairperson


***Statement of all Ongoing Government and Private Contracts Including  
Contracts Awarded but not yet Started***

Business Name: Front Runners Property Maintenance and Gen. Services Corp.

Business Address: No. 4B West Road, Barangay Bagong Lipunan ng Crame, Cubao, Quezon City

Name of Client	Date of the Contract	Kinds of Goods	Value of Outstanding Contracts	Date of Delivery
<u>Government</u>				
Contract for Janitorial Services of Pasay City Government (General Fund)	03/16/17 - 12/31/17	Janitorial Services	998,213.53	03/16/17
Contract for Janitorial Services of Pasay City Government (Special Education Fund)	05/16/17 - 12/31/17	Janitorial Services	1,503,814.20	05/16/17
Contract for Janitorial Services of Department of Transportation and Communications	03/02/15 - 03/01/18	Janitorial Services	1,420,144.77	03/02/15
Contract for Janitorial Services of Philippine Amusement and Gaming Corporation – Cebu	02/01/15 - 01/31/18	Janitorial Services	2,506,234.59	02/01/15
Contract for Janitorial Services of Philippine Amusement and Gaming Corporation – PAGCOR House Annex	06/27/16 - 06/26/19	Janitorial Services	6,847,504.16	06/27/16
Contract for Janitorial Services of Philippine Amusement and Gaming Corporation – MANILA GRAND OPERA	09/12/16 - 09/11/19	Janitorial Services	2,592,058.14	09/12/16
Contract for Janitorial Services of Philippine Amusement and Gaming Corporation – PAGCOR HOUSE	02/15/17 - 02/14/20	Janitorial Services	14,436,210.36	02/15/17
Contract for Janitorial Services of Department of Agrarian Reform – Cebu	01/01/17 - 12/31/17	Janitorial Services	11,202.86	01/01/17
Contract for Janitorial Services of DOTr-MRT3	12/29/16 - 12/28/17	Janitorial Services	3,794,786.10	12/29/16



Submitted by :  DELFIN M. FERRER, JR.  
(Printed Name and Signature)  
Designation : CHAIRMAN  
Date : December 15, 2017

Instructions:

- i. State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project being bidden) prior to December 15, 2017.
- ii. If there is no ongoing contract including those awarded but not yet started as of the aforementioned period, state none or equivalent term.
- iii. The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC).

**Statement of Single Largest Completed Contract**  
**which is Similar in Nature**  
(indicate only one)

Business Name: Front Runners Property Maintenance and Gen. Services Corp.

Business Address: No. 4B West Road, Barangay Bagong Lipunan ng Crame, Cubao, Quezon City

Name of Client	Date of the Contract	Kinds of Goods	Amount of Contract	Date of Delivery	End User's Acceptance or Official Receipt(s) Issued for the Contract
Contract for Janitorial Services of Pasay City Government (Special Education Fund)	03/16/16 - 12/31/16	Janitorial Services	29,127,547.61	03/16/16	End User's Acceptance

Submitted by :  DELFIN M. FERRER, JR.  
(Printed Name and Signature)

Designation : CHAIRMAN

Date : December 15, 2017

**Instructions:**

- a. Cut-off date is December 15, 2017.
- b. Similar contract shall refer to provision of janitorial manpower services.

**CONTRACT FOR JANITORIAL SERVICES (SPECIAL EDUCATION FUND) FOR THE PERIOD COVERED FROM MARCH 16, 2016 TO DECEMBER 31, 2016**

KNOW ALL MEN BY THESE PRESENTS:

This **CONTRACT** made and entered into at Pasay City, Metro Manila, Philippines by and between -

The **PASAY CITY GOVERNMENT**, a local government unit, with principal address at Pasay City Hall, F. B. Harrison St., Pasay City, herein represented by its **City Mayor, HON. ANTONINO G. CALIXTO** hereinafter referred to as the "**CITY GOVERNMENT**";

- AND -

**FRONT RUNNERS PROPERTY MAINTENANCE AND GENERAL SERVICES CORPORATION**, a corporation existing under the laws of the Philippines with postal address at #4-B West Road, Brgy. Bagong Lipunan ng Crame, Cubao, Quezon City, represented by its **President, MR. ALEX RAOUL S. VILLANO**, hereinafter referred to as the "**AGENCY**";

**WITNESSETH, That:**

**WHEREAS**, the **AGENCY**, a duly licensed entity engaged in the business of providing and rendering janitorial services to business firms, buildings, including government offices and entities, has offered its janitorial services to the **CITY GOVERNMENT**;

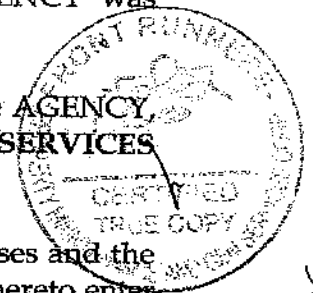
**WHEREAS**, the **CITY GOVERNMENT** desires, and is willing to avail the services of the **AGENCY**, for rendering and providing janitorial, sanitation, and maintenance of the premises of schools covered by Department of Education-Pasay City Division;

**WHEREAS**, in order to attain this goal, a public bidding was held for the above-mentioned work on February 29, 2016, by the Bids and Awards Committee of the Local Government of Pasay City;

**WHEREAS**, in the said public bidding, the aforementioned **AGENCY** was awarded the contract being the lowest complying bidder;

**WHEREAS**, on March 9, 2016, the Notice of Award was given to the **AGENCY, FRONT RUNNERS PROPERTY MAINTENANCE AND GENERAL SERVICES CORPORATION**.

**NOW THEREFORE**, for and in consideration of the foregoing premises and the amount stated in the proposal forms, as awarded and accepted, the parties hereto enter into herein contract under the following terms and conditions, to wit:



1. The AGENCY shall provide the CITY GOVERNMENT with janitorial manpower for all the above-mentioned establishments under the following terms and conditions;

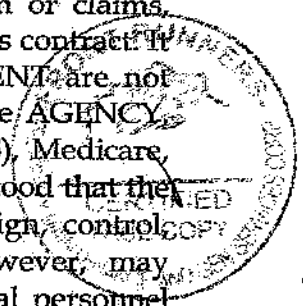
- a. This contract shall take effect beginning March 16 to December 31, 2016 unless sooner terminated by either party upon thirty (30) days notice of termination properly received by the party concerned. However, if on the day of the expiration of this contract, neither party gives notice to terminate, an extension is hereby deemed automatically made on a monthly basis;
- b. This contract is renewable for a limited period of three (3) months upon such terms and conditions acceptable to both parties;
- c. The AGENCY bid the amount of **TWENTY NINE MILLION ONE HUNDRED TWENTY SEVEN THOUSAND FIVE HUNDRED FORTY-SEVEN PESOS AND 61/100 (Php 29, 127, 547.61)** covering March 16, 2016 to December 31, 2016.
- d. The CITY GOVERNMENT undertakes to pay the CONTRACTOR the total amount of **TWENTY NINE MILLION ONE HUNDRED TWENTY SEVEN THOUSAND FIVE HUNDRED FORTY-SEVEN PESOS AND 61/100 (Php 29, 127, 547.61)** minus the aforementioned deduction and penalties if there may be.
- e. The AGENCY shall post a performance bond issued by a reputable surety or bonding company acceptable to the City in an amount equivalent to the *required* **THIRTY PERCENT (30%)** of the amount of its Contract for the fulfillment of its obligations herein provided for as per Revised IRR of Republic Act 9184;

2. The services of the janitorial personnel shall be the necessary number of hours daily as to finish the necessary work completely and efficiently;

3. The AGENCY shall provide all supplies, cleansing materials, chemicals, disinfectants, deodorants, floor waxes, and other cleansing materials, chemicals, disinfectants, deodorants, floor waxes, and other cleansing paraphernalia, equipment of the same nature and the like;

4. The AGENCY shall perform all other related services for the mentioned establishments in accordance with the scope of work and its various undertakings relative to the maintenance of the cleanliness of the said premises and establishments;

5. The AGENCY shall pay the janitorial personnel with the CITY GOVERNMENT. The AGENCY shall likewise undertake to hold the CITY GOVERNMENT free from any liability, cause or causes of action, claim or claims, which may be filed by the janitors by reason of their employment under this contract. It is further agreed that the janitors assigned with the CITY GOVERNMENT are not employees of the same for their contract is direct with the AGENCY. The AGENCY, therefore, assumes full responsibility for their Social Security System (SSS), Medicare, State Insurance, Maternity and other benefits provided by law. It is understood that the AGENCY shall have the sole and exclusive right to select, engage, assign, control, supervise, and discharge its janitors. The CITY GOVERNMENT, however, may recommend to the AGENCY for the replacement of the assigned janitorial personnel upon determination of the personnel's performance;



*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten checkmark]*

6. The CITY GOVERNMENT reserves the right and power to terminate this contract within thirty (30) days after due notice to the AGENCY, if after verification of facts, the CITY GOVERNMENT is convinced that the AGENCY is not providing satisfactory service or is remiss in conforming to the terms and conditions of the contract.

7. Nevertheless, the AGENCY shall have the right to rectify and redeem itself of the charge within thirty (30) days from receipt of the notice of termination. Failure on the part of the AGENCY to explain within the given period shall mean automatic rescission on the contract without need of any judicial action, and without prejudice to the rights of the CITY GOVERNMENT to institute legal action against the AGENCY for whatever damages it may have suffered for the breach of this contract;

8. The CITY GOVERNMENT may from time to time request the AGENCY to add janitorial personnel or workers as may be required upon written request, and the cost of such additional janitorial personnel shall be billed to the CITY GOVERNMENT subject to the same terms and conditions set forth herein;

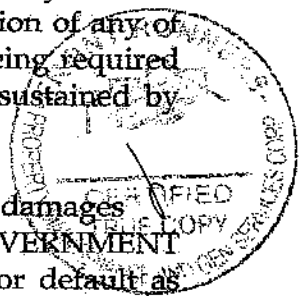
9. The rate of compensation above is understood to be in accordance with the existing labor laws and subject to future Presidential Decrees, Executive Orders, or laws augmenting or adjusting the compensation of janitorial services, which may take the form of increased wages, allowances or any other emolument plus the consequential costs in administrative and operational overhead. Any such increase in administrative regulations shall be subject to the negotiation by both parties.

10. Should the AGENCY fail to undertake any services herein provided, be in delay in the performance of its duties, or violate any of the restrictions herein and the TOR, the AGENCY shall be liable for the agreed penalty of **TEN THOUSAND PESOS(Php10,000.00)** per violation, for the AGENCY's third documented offense or all offenses thereafter. Said amount per violation shall be automatically deducted from any amount due to the AGENCY by virtue of this Contract but in no case shall be more than two percent (2%) of the total monthly contract amount.

This penalty shall be without prejudice to the right of the CITY GOVERNMENT to claim against the AGENCY **LIQUIDATED DAMAGES** to compensate the damages the CITY GOVERNMENT may have suffered by reason of the failure, delay, or violation on the part of the AGENCY.

Accordingly, in lieu of actual damages for such delay, the AGENCY agrees that liquidated damages may be assessed and recovered by the CITY GOVERNMENT as against AGENCY's Performance Bond, in the event of failure to undertake any services provided in this Contract, delay in the performance of its duties or violation of any of the restrictions herein and the TOR without the CITY GOVERNMENT being required to present any evidence of the amount or character of actual damages sustained by reason thereof.

Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty and AGENCY shall pay the CITY GOVERNMENT without limiting City Government's right to terminate this agreement for default as provided elsewhere herein.



*[Signature]*

*[Signature]*

*[Checkmark]*

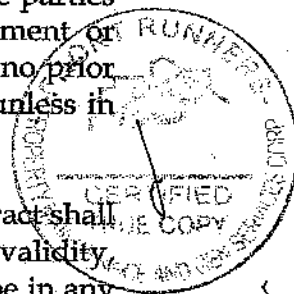
The CITY GOVERNMENT is empowered to rescind this Contract, for documented repeated violation of the provisions provided herein without need of judicial action. This shall be without prejudice to the right of the CITY GOVERNMENT to claim against the AGENCY such OTHER DAMAGES it may have suffered by reason of the failure, delay, or violation on the part of the AGENCY.

11. Miscellaneous Provisions:

- a. Place of Payment, Notices, and Communication - All notices or communications to the CITY GOVERNMENT shall be addressed to the City Mayor. All notices required under this contract to be made to the AGENCY shall be sufficient if sent or mailed to or posted at the address of the AGENCY above-provided;
- b. Cumulative and Other Remedies, Non-Waiver of Rights - Failure or delay of the CITY GOVERNMENT to enforce or demand the strict performance by the AGENCY of any stipulation or condition of this contract and/or to exercise any right or option granted to the CITY GOVERNMENT under this or other related agreement or instruments, shall not affect the validity thereof or a waiver of such provisions or to be construed as an abandonment, withdrawal, waiver, or cancellation of such stipulation, right, condition, or option of the right of the CITY GOVERNMENT to subsequently enforce or demand performance of such provisions.

All rights or remedies conferred upon or reserve to the CITY GOVERNMENT under this contract shall be deemed cumulative and not alternative, nor exclusive of any other right or remedy given hereunder, or now or hereafter existing at law or in equity and such rights may be enforced concurrently herewith from time to time;

- c. Governing Law - This contract shall be governed and construed in all respect by the laws of the Philippines;
- d. Taxes and Expenses - The costs/expenses relating to the execution, delivery and notarization of this contract, shall be for the account of and paid by the AGENCY;
- e. Entire Agreement - This contract constitutes the complete and exclusive statement of the terms and conditions of the contract between the parties with respect to the subject matter referred to herein. No statement or agreement, oral or written, made prior to the signing hereof, and no prior conduct or practice of either party shall claim any modification unless in writing and signed by both parties;
- f. Severability - In case any of the provisions contained in this contract shall be declared invalid, illegal, or unenforceable in any respect; the validity, legality, and enforceability of the remaining provisions shall not be in any way be affected or impaired thereby.



*[Handwritten signature]*

*[Handwritten checkmark]*

- g. **Assignability** - The parties hereto warrant that this contract was executed and delivered by their duly authorized representatives and that this contract cannot be assigned to anybody.
- h. **Venue** - Should any court action be filed by any parties herein for any breach of any of the covenants and stipulation in this contract, it is agreed that the venue and jurisdiction shall be the proper courts in Pasay City only.

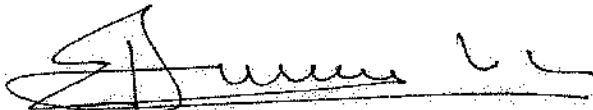
IN WITNESS WHEREOF, the PARTIES aforesaid have hereto affixed their signatures this 15<sup>th</sup> day of March 2016.

PASAY CITY GOVERNMENT

FRONT RUNNERS PROPERTY  
MAINTENANCE AND GENERAL  
SERVICES CORPORATION

By:

By:



ANTONINO G. CALIXTO  
City Mayor



MR. ALEX RAOUL S. VILLANO  
President

WITNESSED BY:



MARIA SHERYL B. LAURIO

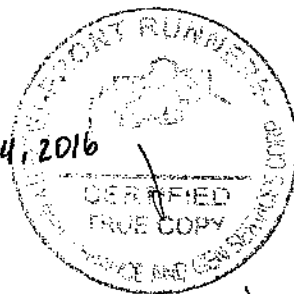
REPUBLIC OF THE PHILIPPINES  
CITY OF PASAY

)  
)S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Pasay personally appeared the following presenting to me their valid IDs as follows:

Name	ID Number	Date of Validity
Mayor Antonino G. Calixto		
Mr. Alex Raoul S. Villano	CTC No. 15279612	Issued on April 4, 2016



known to me and to me known as the same person who executed the foregoing CONTRACT and they acknowledge to me that the same is their true and deeds for in behalf of the PARTIES they represent.

This instrument consists of six (6) pages including this page on which the acknowledgment is written, duly signed by the contracting parties and their witnesses at the bottom of page five (5) and on the left margin of the other pages.

IN WITNESS WHEREOF, I have hereto affixed my signature and seal this March 15, 2016 at Pasay City, Metro Manila.

Doc. No. 420  
Page No. 83  
Book No. 63  
Series of 2016.

  
ATTY. VINALYN M. POTOT-BALURAN  
NOTARY PUBLIC

Until December 31, 2016  
PTR No. 4716219; 1/04/16; Pasay City  
IBP C R No. 557965; 1/04/16; Biliban Chapter  
Commission No. 15-04, 1/29/15, Pasay City  
Attorney's Roll No. 54543  
MCLE Compliance No. IV-0020543, 5/30/13







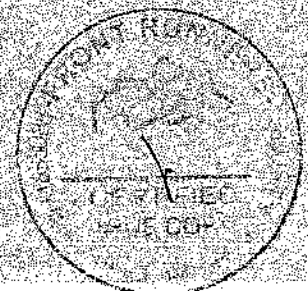


## CERTIFICATION

This is to certify that the **FRONT RUNNERS PROPERTY MAINTENANCE AND GENERAL SERVICES CORPORATION**, has been accepted and has satisfactorily completed its janitorial services to the contract of Pasay City Government - Special Education Fund for the period of March 16, 2016 to December 31, 2016.

This certification is being issued this 15<sup>th</sup> day of March 2017, Pasay City, upon the request of the said agency for all legal intents and purposes.

  
Atty. DENNIS B. N. ACORDA  
City Administrator



## BID SECURING DECLARATION FORM

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

X-----X

### BID SECURING DECLARATION Invitation to Bid: DBM-2017-31

To: Department of Budget and Management  
DBM Bldg. III, General Solano St.  
San Miguel, Manila

I, the undersigned, declare that:


1. I understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I accept that: (a) I will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - (b) I am are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I failed to timely file a request for reconsideration or (ii) I filed a waiver to avail of said right;
  - (c) I am are declared the bidder with the Lowest Calculated Responsive Bid, and I have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I have hereunto set my hand this 12<sup>th</sup> day of December 2017 at Quezon City.

  
DELFIN M. FERRER, JR.  
Chairman  
Affiant

**SUBSCRIBED AND SWORN** to before me this 12<sup>th</sup> day of December 2017 at Quezon City, Philippines. Affiant is personally known to me and was identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant exhibited to me his SSS ID, with his photograph and signature appearing thereon, with no. 03-2707382-0 and his Community Tax Certificate No. 34576553 issued on January 9, 2017 at Quezon City.

Witness my hand and seal this 12<sup>th</sup> day of December 2017.

  
ATY PORTIA D. FLORES-DIESTA  
NAME OF NOTARY PUBLIC  
Serial No. of Commission \_\_\_\_\_  
Notary Public for \_\_\_\_\_ until \_\_\_\_\_  
Roll of Attorneys No. \_\_\_\_\_  
PTR No. \_\_\_\_\_ [date issued], [place issued]  
IBP No. \_\_\_\_\_ [date issued], [place issued]

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Page No. 13  
Book No. CM  
Series of 2017

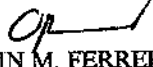
## ***Section VI. Schedule of Requirements***

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

<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Delivery Date</b>
1.	Provision of Janitorial Personnel	52	January 1, 2018
2.	Provision of cleaning equipment/tools in good running condition, as specified in Section VII. Technical Specifications.	34 pieces	
		24 sets	
		59 units	

**I hereby certify to comply and deliver all the above requirements.**

Front Runners Property Maintenance  
and Gen. Services Corp.

  
DELFIN M. FERRER, JR.

December 12, 2017

Name of Company/Bidder

Signature over Printed Name of Representative

Date

## **Section VII. Technical Specifications**

Bidders must state here either "Comply" or any equivalent term in the column "Bidder's Statement of Compliance" against each of the individual parameters of each "Specification."

Item	Specification	Bidder's Statement of Compliance
1.	<p>The Contractor shall provide 52 janitorial personnel, including 1 working Janitorial Supervisor who will be assigned to monitor and supervise janitorial attendants who are:</p> <ul style="list-style-type: none"> <li>a. of good moral character and without criminal or police records;</li> <li>b. physically and mentally fit, as evidenced by a medical certificate; and</li> <li>c. duly trained and skilled to function as janitorial personnel.</li> </ul> <p>The Contractor, upon receipt of the Notice of Award, shall be required to submit to the DBM-AS Director a sworn statement attesting compliance with the foregoing.</p>	<p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p>
2.	<p>The Contractor shall assign a Roving Supervisor for its own account, separate from the Janitorial Supervisor, to monitor the performance of the janitorial attendants and handle the consolidation of daily timecards periodically in preparation for the monthly billing to the DBM.</p>	<p>"Comply"</p>
3.	<p>The janitorial personnel shall perform the following:</p> <ul style="list-style-type: none"> <li>a. Maintain the cleanliness and orderliness of the office premises in accordance with the Service Level Agreement (Annex A) and the Housekeeping Plan to be submitted by the Contractor during contract implementation, taking into account the following: <ul style="list-style-type: none"> <li>a.1 protection of DBM properties from damage or destruction in connection with the janitorial activities rendered;</li> <li>a.2 preservation of confidentiality of DBM records; and</li> <li>a.3 proper collection and disposal of garbage.</li> </ul> </li> <li>b. Miscellaneous Services to be performed whenever required (i.e., logistical assistance during meetings and conferences; hauling of office furniture, fixtures and equipment; and other errand works within DBM premises).</li> </ul>	<p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p>
4.	<p>The Contractor shall provide, at a minimum, the following cleaning equipment/tools in good running condition:</p> <ul style="list-style-type: none"> <li>a. Heavy-duty floor polisher, size 20" - 1 unit</li> <li>b. Heavy-duty floor polisher, size 16" - 8 units</li> </ul>	<p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p>

Item	Specification	Bidder's Statement of Compliance
	<ul style="list-style-type: none"> <li>c. Mop wringer/squeezer - 9 units</li> <li>d. Glass squeegee - 20 sets</li> <li>e. Heavy-duty vacuum cleaner - 4 units</li> <li>f. Stainless step ladder, 6 ft. - 6 units</li> <li>g. Stainless step ladder, 14 ft. - 2 units</li> <li>h. Heavy-duty pushcart (big) - 8 units</li> <li>i. Heavy-duty garbage buggy - 3 units</li> <li>j. Floor warning sign - 16 units</li> <li>k. Spatula - 32 pieces</li> <li>l. Wheel barrow - 2 units</li> <li>m. Grass cutter - 2 pcs</li> <li>n. Garden tools - 2 sets</li> <li>o. Garden hose, 100 meters/set - 2 sets</li> </ul>	<p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p>
5.	<p>The following areas shall be covered by the Janitorial Services, comprising of office spaces, conference rooms, pantries, stock rooms, comfort rooms, hallways, and common areas:</p> <ul style="list-style-type: none"> <li>a. Building I (2 storey), 2,500 sq. m.</li> <li>b. Building II (4 storey w/ roof deck), 13,464 sq. m.</li> <li>c. Building III (2 storey), 2,692 sq. m.</li> <li>d. Multipurpose building w/ gym, 960 sq. m.</li> </ul>	<p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p>
6.	<p><b>Additional Set of Technical Parameters</b></p> <ul style="list-style-type: none"> <li>a. <b>Stability</b> <ul style="list-style-type: none"> <li>a.1 Years of Experience – at least 5 years in the janitorial business.</li> <li>a.2 Liquidity of Contractor – at least P5,000,000.00 (current assets minus inventory stocks or supplies inventory, as applicable, minus current liability, based on the Contractor's Balance Sheet as of December 2016)</li> <li>a.3 Organizational Set-up – with good and efficient office set-up, personnel, office tools, and equipment.</li> </ul> </li> <li>b. <b>Resources</b> <ul style="list-style-type: none"> <li>b.1 Number and Kind of Equipment and Supplies – with minimum number and kind of equipment and supplies as specified under item 4 of Section VII. Technical Specifications.</li> <li>b.2 Number of Janitors – at least 52 Janitors</li> <li>b.3 Number of Supervisors – at least 5 supervisors</li> </ul> </li> </ul>	<p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p>

Item	Specification	Bidder's Statement of Compliance
	c. Housekeeping Plan – said Plan must be tailored fit to the service requirements of the DBM. The Contractor shall state/enumerate the specific methodology to be employed for the execution of the Housekeeping Plan. The Housekeeping Plan shall be submitted together with the additional documents stated in ITB Clause 29.2.	"Comply"

**I hereby certify to comply and deliver all the above requirements.**

Front Runners Property Maintenance  
and Gen. Services Corp.

  
DELFIN M. FERRER, JR.

December 12, 2017

Name of Company/Bidder

Signature over Printed Name of Representative

Date

**Annex A** "Comply"

## **SERVICE LEVEL AGREEMENT**

"Comply"

### **1.0 General Conditions:**

"Comply"

1.1 The Contractor agrees that the DBM-CO, through the Administrative Service, reserves the right to screen and accept or deny the deployment of any personnel recommended by the Contractor.

"Comply"

1.2 The deployed personnel shall work 8 hours a day, 6 days a week from Monday to Saturday. However, the personnel may be requested to provide assistance outside the regular working hours or during weekends or holidays, upon the written approval of the Head of the Administrative Service.

"Comply"

1.3 The DBM has the right to effect changes in the assignment/deployment of the janitors at anytime during the contract period through a written notice to the Contractor. Likewise, the DBM may increase or decrease the number of janitors as may be necessary and reserves the right to increase, reduce, or limit the scope of services of the Contractor. In such event, any corresponding adjustment in the cost shall not exceed the contract price.

"Comply"

1.4 The Contractor shall make available relievers and/or replacements at all times to ensure continuous and uninterrupted services.

"Comply"

1.5 The Contractor shall pay its personnel not less than the minimum wage and other benefits mandated by the law. The Contractor shall provide the Janitorial personnel their monthly payslip containing the necessary information on it. The Contractor shall comply with the laws governing labor standards and employee's compensation. A certificate for the purpose shall be required from the Contractor.

"Comply"

1.6 The Contractor shall submit, along with the monthly billing statement, a certified true copy of duly accomplished payroll sheet, receipts and prescribed reports stamped received by SSS, PhilHealth or Pag-IBIG, as proof of remittances for SSS, PhilHealth and Pag-IBIG premiums of the Janitorial personnel assigned to the DBM only.

"Comply"

1.7 The Contractor in the performance of its services shall secure, maintain at its own expense all registration, licenses or permits required by law, and shall comply with all pertinent rules and regulations. The Contractor's personnel shall take all necessary precautions for the safety of all persons and properties at or near their area of work and shall comply with all the standards and established safety regulations, rules and practices.

"Comply"

1.8 The Contractor shall provide the personnel with appropriate uniforms, protective gear, if necessary, and ensure that they shall observe proper personal hygiene and appear neat and clean at all times.

"Comply"



- 1.9 The Contractor shall ensure that safety shall be the first priority in the performance of its functions, and avoid the creation of safety hazards both in the condition of the work performed and while doing the work. "Comply"

**2.0 Specific Conditions:**

"Comply"

Each area shall be cleaned to the service specification as detailed in the table below: "Comply"

COVERAGE	DESCRIPTION OF TASK	FREQUENCY*	"Comply"
OFFICES/ RECEPTION AREAS/ HALL AND STAIRWAYS	Empty waste bins and wash out, if required	Daily	"Comply"
	Water indoor plants	Daily	"Comply"
	Bring out indoor plants	Once a week	"Comply"
	Machine scrub and buff hard floors	Once a week	"Comply"
	Wipe/clean window shades; clean inside windows; clean door jams/balusters/handrails; clean glass walls/ partitions	Once a week	"Comply"
	Machine scrub and buff hard floors	Once a week	"Comply"
	Remove cobweb (ceiling, lighting fixtures, etc)	Once a month	"Comply"
	Wash walls with dirt and stain mark	Once a month	"Comply"
	Wet cleaning/ dusting/ vacuuming upholstered furniture/office chairs	Once a month	"Comply"
	Dust Mop/Spot Mop/Buf the floors;	As necessary**	"Comply"
OFFICE SPACES	Damp wipe office tables and chairs	Daily	"Comply"
	Damp wipe office equipment i.e. computer screens, keyboards, calculator; telephone, desk lamp, filing cabinets, etc.	Daily	"Comply"
	Remove cobweb (ceiling, lighting fixtures, etc.)	Once a month	"Comply"
	Wash walls with dirt and stain mark	Once a month	"Comply"
	Wet cleaning/ dusting/ vacuuming upholstered furniture/office chairs	Once a month	"Comply"
	Dust mop/spot mop/buff floors	As necessary**	"Comply"
MULTIPURPOSE HALL/ CONFERENCE	Empty paper/waste bins, wash out if required	Daily	"Comply"

ROOMS/ LIBRARY/	Damp dust table tops, re-arrange chairs	Daily	"Comply"
	Machine scrub and buff hard floors	Thrice a week	"Comply"
	Wipe/clean window shades, inside windows, door jambs, glass walls / partitions	Once a week	"Comply"
	Remove cobweb on ceiling, lighting fixtures, etc.	Once a month	"Comply"
	Wash walls, window sills, surrounds and other vertical ledges with dirt and stain marks	Once a month	"Comply"
	Wet clean, dust and vacuum upholstered furniture	Once a month	"Comply"
	Dust mop/spot mop/buff floors	As necessary**	"Comply"
WASHROOMS AND TOILETS	Mop clean, disinfect and dry floor	As necessary**	"Comply"
	Wash, clean and disinfect urinals and toilet bowls	As necessary**	"Comply"
	Empty and wash waste bins	As necessary**	"Comply"
PANTRY	Damp wipe and polish with dry cloth the refrigerator, oven, etc.	Thrice a week	"Comply"
	Disinfect floors, pantry sink and pantry cabinets	Once a week	"Comply"
	Dust mop/spot mop the floors, pantry sink, and pantry cabinets	As necessary**	"Comply"
MULTIPURPOSE BUILDING/ GYM	Clean bleachers and shower room	Daily	"Comply"
	Clean and remove dusts from equipment, handrails and stairways	Daily	"Comply"
RECORDS AREA/ STOCKROOMS	Clean the floor and remove dusts from equipment and files	Once a week	"Comply"
DBM GROUNDS	Clear rubbish from path walks, driveways, parking areas, park, etc.	Daily	"Comply"
	Water outdoor plants	Twice Daily	"Comply"
	Trimming of plants	Twice a month or as necessary	"Comply"

Note:

\* Frequency may be changed during the contract implementation, upon the instruction of the head of the Administrative Service.

\*\* "As necessary" means to be checked once a day and cleaned if necessary.

## 2.1 Service Standard

Deployed janitorial personnel shall be professional, courteous and sensitive to the client's needs at all times.



The expected standard after cleaning and waste collection is as follows: "Comply"

Office Areas "Comply"

- a. All surfaces, fixtures and fittings, up to normal cleaning height, should be free from dust, stains and debris "Comply"
- b. All waste receptacles empty "Comply"

NOTE: Papers, files and electronic equipment will not be removed or adjusted while cleaning (where applicable), unless prior permission has been obtained from the employee concerned. "Comply"

Washrooms and Toilets "Comply"

- a. All surfaces, fixtures and fittings, up to normal cleaning height, should be free from dust, stains and debris "Comply"
- b. All sanitary fittings should be free from grime, dirt and smear "Comply"

**2.2 The duties of the assigned Janitorial Supervisor shall include but not limited to the following: "Comply"**

- a. Makes rounds to check his/her subordinates, provides special cleaning instructions and/or assignments, and ascertain compliance with directives. "Comply"
- b. Conducts inspection to check cleanliness and orderliness of the premises, and informs his/her subordinates of corrections necessary. "Comply"
- c. Determines materials, supplies needed and timely informs the Head of the General Services Division, Administrative Service of the requirement. "Comply"
- d. Trains subordinate on proper cleaning methods, use of equipment, safety practices and work regulations "Comply"

## Omnibus Sworn Statement

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REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY ~~QUEZON CITY~~

### AFFIDAVIT

I, DELFIN M. FERRER, JR., of legal age, Widow, Filipino, and residing at No. 10 West Road, Barangay Bagong Lipunan ng Crame, Cubao, Quezon City, after having been duly sworn in accordance with law, do hereby depose and state that:

1. I am the duly authorized and designated representative of FRONT RUNNERS PROPERTY MAINTENANCE AND GEN. SERVICES CORP. with office address at NO. 4B WEST ROAD, BARANGAY BAGONG LIPUNAN NG CRAME, CUBAO, QUEZON CITY;
2. 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 Janitorial Manpower Services of the Department of Budget and Management as shown in the attached duly notarized Secretary's Certificate;
3. FRONT RUNNERS PROPERTY MAINTENANCE AND GEN. SERVICES CORP. 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;
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. FRONT RUNNERS PROPERTY MAINTENANCE AND GEN. SERVICES CORP. is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. None of the officers, directors, and controlling stockholders of FRONT RUNNERS PROPERTY MAINTENANCE AND GEN. SERVICES CORP. 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. FRONT RUNNERS PROPERTY MAINTENANCE AND GEN. SERVICES CORP. complies with existing labor laws and standards; and

8. FRONT RUNNERS PROPERTY MAINTENANCE AND GEN. SERVICES CORP. is aware of and has undertaken the following responsibilities as a Bidder:

- a) Carefully examine all of the Bidding Documents;
- b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
- c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
- d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the Janitorial Manpower Services.

9. FRONT RUNNERS PROPERTY MAINTENANCE AND GEN. SERVICES CORP. 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.

IN WITNESS WHEREOF, I have hereunto set my hand this 12<sup>th</sup> day of December, 2017 at Quezon City, Philippines.

DELFIN M. FERRER, JR.

Bidder's Representative/Authorized Signatory

**SUBSCRIBED AND SWORN** to before me this 12<sup>th</sup> day of December 2017 at Quezon City, Philippines. Affiant is personally known to me and was identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant exhibited to me his SSS ID, with his photograph and signature appearing thereon, with no. 03-2707382-0 and his Community Tax Certificate No. 34576553 issued on January 9, 2017 at Quezon City.

Witness my hand and seal this 12<sup>th</sup> day of December 2017.

Atty. PORTIA D. LOPEZ-DIESTA  
Notary Public

Until December 31, 2017

**NAME OF NOTARY PUBLIC**

Serial No. of Commission

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ [date issued], [place issued]

IBP No. \_\_\_\_\_ [date issued], [place issued]

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Book No. 041  
Series of 2017

## SECRETARY'S CERTIFICATE

I, ROLANDO C. CIPRIANO, the duly elected and qualified Corporate Secretary of Front Runners Property Maintenance and Gen. Services Corp., a corporation duly organized and existing under and by virtue of the laws of the Philippines, under oath, DO HEREBY CERTIFY, That:

I am familiar with the facts herein certified and duly authorized to certify the same;

At the special meeting of the Board of Directors of the said Corporation duly convened and held on 11<sup>th</sup> day of December 2017 at which meeting a quorum was present and acting throughout, the following resolutions were approved, and the same have neither been annulled, nor revoked, nor amended in any way whatsoever and are in full force and effect on the date hereof:

RESOLVED, that Front Runners Property Maintenance and Gen. Services Corp. (FRP for brevity) be authorized to participate in the bidding of Janitorial Manpower Services; and that if awarded the project, shall enter into a contract with Department of Budget and Management; and in connection therewith FRP hereby appoints its Chairman Delfin M. Ferrer, Jr. and/or HR & Admin Officer Maria Sheryl B. Laurio, as they are hereby appointed, as the duly authorized and designated representatives of FRP, and are hereby granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the said corporation in the bidding as fully and effectively as FRP might do, with full power of substitution and revocation and hereby satisfying and confirming all that said representatives shall lawfully do or cause to be done by virtue hereof";

"BE IT RESOLVED FURTHER THAT, the Front Runners Property Maintenance and Gen. Services Corp. hereby authorizes its Chairman Delfin M. Ferrer, Jr. and/or HR & Admin Officer Maria Sheryl B. Laurio, as they are hereby authorized, to:

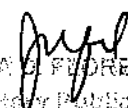
- (1) execute a waiver of jurisdiction whereby the company hereby submits itself to the jurisdiction of the Philippine government and hereby waives its right to question the jurisdiction of the Philippine courts;
- (2) execute a waiver that the company shall not seek and obtain writ of injunctions or prohibition or restraining order against the Department of Budget and Management or any other agency in connection with the project to prevent and restrain the bidding procedures related thereto, the negotiating of and award of contract to a successful bidder, and the carrying out of the awarded contract.

WITNESS the signature of the undersigned as such officer of the said Front Runners Property Maintenance and Gen. Services Corp. this 12<sup>th</sup> day of December 2017.

  
ATTY. ROLANDO C. CIPRIANO  
Corporate Secretary

### ACKNOWLEDGEMENT

**SUBSCRIBED AND SWORN** to before me this 12<sup>th</sup> day of December 2017 at Quezon City, Philippines. Affiant is personally known to me and was identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant exhibited to me his Senior Citizen ID, with his photograph and signature appearing thereon, with no. 51188 and his Community Tax Certificate No. 34576554 issued on January 9, 2017 at Quezon City.

  
ATTY. PORTIA S. FLORES-DIESTA  
Notary Public  
Until December 31, 2017  
Attorney's Reg. No. 47164  
Notarial Office No. 174 (2016-2017)  
PTR No. 101-1-101-101-101  
ICD No. 101-1-101-101-101  
MCLE Corp. No. 101-1-101-101-101  
Quezon City

Doc. No. 57  
Page No. 13  
Book No. CXI  
Series of 2017.

✓

## NET FINANCIAL CONTRACTING CAPACITY (NFCC)

Name of Bidder: FRONT RUNNERS PROPERTY MAINTENANCE AND GEN. SERVICES CORP.

Project: Janitorial Manpower Services

DETAILS	AMOUNT
Current Assets	41,434,128.00
Minus	
Current Liabilities	6,775,645.00
Difference of Current Assets and Current Liabilities	34,658,483.00
Multiplied by	
K	15
Total (Product)	519,877,245.00
Minus	
Value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be	34,110,168.71
Total NFCC Computation	485,767,076.29

  
DELFIN M. FERRER, JR.

[signature]

CHAIRMAN

[in the capacity of]

Duly authorized to sign Bid for and on behalf of FRONT RUNNERS PROPERTY MAINTENANCE AND GEN. SERVICES CORP.

✓



## Bid Form

Date: December 15, 2017  
 Invitation to Bid No.: DBM-2017-31

To: Department of Budget and Management  
 DBM Bldg. III, General Solano St.  
 San Miguel, Manila

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[not applicable]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver janitorial services in conformity with the said Bidding Documents for the sum of TWENTY EIGHT MILLION NINE HUNDRED SEVENTY ONE THOUSAND SIX HUNDRED SIXTY SIX PESOS AND 24/100 (Php 28,971,666.24) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

Particulars	No. of Janitorial Personnel	Monthly Rate (in Php)	Annual Rate (in Php)
<b>A. Wage, COLA, Leave Benefits, 13th month pay</b>		<b>761,002.66</b>	<b>9,132,032.00</b>
Basic wage rate/month (@ Php502.00/day)	52	678,704.00	8,144,448.00
COLA (@10.00/day)	52	13,520.00	162,240.00
Vacation/Sick Leave Benefits	52	11,093.33	133,120.00
13 <sup>th</sup> Month Pay	52	57,685.33	692,224.00
<b>B. Employer's Share to Gov't in favor of the Janitor</b>		<b>65,884.00</b>	<b>790,608.00</b>
SSS Premium (Circular 22-P: ER Contribution Only)	52	51,714.00	620,568.00
PhilHealth Premium (Employer's Share)	52	8,450.00	101,400.00
Pag-IBIG Fund Premium	52	5,200.00	62,400.00
ECC	52	520.00	6,240.00
<b>C. Total Compensation (A+B)</b>		<b>826,886.66</b>	<b>9,922,640.00</b>
<b>D. Administrative and Operating Overhead and Margin, including Cost for Cleaning Equipment/Tools (between 10% to 15% of C)</b>		<b>82,688.67</b>	<b>992,264.04</b>

<b>E. Total Compensation and Administrative and Operating Overhead and Margin, including Cost for Cleaning Equipment/Tools (C+D)</b>		909,575.33	10,914,903.96
<b>F. VAT (12% of E)</b>		109,149.04	1,309,788.48
<b>G. Total Cost inclusive of VAT (E+F)</b>		1,018,724.37	12,224,692.44
<b>H. Contingency (to cover additional janitors and overtime pay)</b>		188,428.39	2,261,140.67
<b>I. Grand Total</b>		1,207,152.76	14,485,833.12

Note: Only bids for items D, E, F, G and I shall be indicated by the bidder.

All rates and prices shall be rounded off to the nearest two decimal points.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

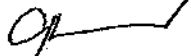
We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

We likewise certify/confirm that the undersigned, is granted full power and authority by the Front Runners Property Maintenance and Gen. Services Corp., to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Janitorial Manpower Services of the Department of Budget and Management.

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

Dated this 15th day of December 2017.

  
DELFIN M. FERRER, JR.  
[Signature]

CHAIRMAN  
[In the capacity of]

Duly authorized to sign Bid for and on behalf of Front Runners Property Maintenance and Gen. Services Corp.

## Required Cleaning Equipment/Tools



# FRONT RUNNERS

PROPERTY MAINTENANCE AND GEN. SERVICES CORP.

## REQUIRED CLEANING EQUIPMENT/TOOLS

	EQUIPMENT/TOOLS	TOTAL QTY	UNIT PRICE	TOTAL COST
a.	Heavy-duty floor polisher, size 20"	1 unit	0.00	0.00
b.	Heavy-duty floor polisher, size 16"	8 units	0.00	0.00
c.	Mop wringer/squeezer	9 units	0.00	0.00
d.	Glass squeegee	20 sets	0.00	0.00
e.	Heavy-duty vacuum cleaner	4 units	0.00	0.00
f.	Stainless step ladder, 6 ft.	6 units	0.00	0.00
g.	Stainless step ladder, 14 ft.	2 units	0.00	0.00
h.	Heavy-duty pushcart (big)	8 units	0.00	0.00
i.	Heavy-duty garbage buggy	3 units	0.00	0.00
j.	Floor warning sign	16 units	0.00	0.00
k.	Spatula	32 pieces	0.00	0.00
l.	Wheel barrow	2 units	0.00	0.00
m.	Grass cutter	2 pcs	0.00	0.00
n.	Garden tools	2 sets	0.00	0.00
o.	Garden hose, 100 meters/set	2 sets	0.00	0.00
TOTAL COST OF EQUIPMENT/TOOLS			0.00	0.00

Submitted By:

By: DELFIN M. FERRER, JR.  
Signature over Printed Name

CHAIRMAN  
Position

✓



REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

**BIDS AND AWARDS COMMITTEE**

**MINUTES OF MEETING**

December 15, 2017, 9:00 a.m.

Bids and Awards Committee Conference Room

**I. Attendance**

Vice Chairperson: Director Ryan Lita, Administrative Service (AS)

Members: Director Dolores Galura, Finance Service  
Assistant Director Jesusa Dimpna Lejos, Local Government  
and Regional Coordination Bureau  
Ms. Sheryll Grace Aromin., B.U.D.G.E.T. President

Technical Working Group: Ms. Mayvilyn Matias  
(TWG) Mr. George Sotelo

Secretariat: Atty. Mark Wayne Eubank  
Mr. Aaron Escalona  
Ms. Rhonna Regina Puno

End-User Representatives: Mr. David Mateo, AS-General Services Division  
Ms. Ma. Salvacion Axalan, Chief Information Office

Observers: Ms. Just-pure Almoro, DBM-Commission on Audit

Bidder Representatives: Janitorial Manpower Services  
Mr. June Marvin Salvador, DBP Service Corp.  
Ms. Ivy Macalalad, M8 Manpower Services  
Ms. Nomi Mercado, Front Runners Property Maintenance and  
General Services Corp. (Front Runners Corp.)  
Ms. Maria Sheryl Lauro, Front Runners Corp.

**II. Call to Order**

The quorum was confirmed by the Secretariat, thus, the meeting was called to order at 9:00 a.m. by Director Ryan Lita, Bids and Awards Committee Vice Chairperson.

### III. Highlights of the Meeting

Topics/Issues	Comments/Decisions/Instructions
<p><b>A. Submission/Opening of Bids</b></p> <p><b>1. Janitorial Manpower Services</b></p>	<ul style="list-style-type: none"> <li>• Three (3) bidders, namely: (i) DBP Service Corp.; (ii) M8 Manpower Services; and (iii) Front Runners Property Maintenance and General Services Corp., submitted their bid before the 9:00 a.m. deadline.</li> <li>• After preliminary evaluation of the eligibility and technical documents, the BAC, using a non-discretionary "pass/fail" criterion, declared all three (3) submissions as "passed" for complying with all the eligibility and technical requirements as stated in the Bidding Documents.</li> <li>• After evaluation of the financial proposals, all bidders rated "passed" submitted similar bids to the amount of Twenty Eight Million Nine Hundred Seventy One Thousand Six Hundred Sixty Six and 26/100 Pesos (P28,971,666.26). Pursuant to GPPB Circular 06-2005, a tie breaking method was conducted through the drawing of lots where DBP Service Corp. drew the number 3 lot, M8 Manpower Services drew the number 2 lot and Front Runners Property Maintenance and General Services Corp. drew the number one lot, and as such, was accordingly declared as the Lowest Calculated Bid, subject to post-qualification.</li> </ul>
<p><b>B. Highly Technical Consultant</b></p> <p><b>1. Technology Quality Assurance Consultant for the BTMS and Quality Assurance Consultant for the BTMS Roll-out</b></p>	<ul style="list-style-type: none"> <li>• The representative of the Chief Information Office, Ms. Ma. Salvacion Axalan, the end-user unit, presented the individual Terms of References for the proposed Highly Technical Consultants.</li> <li>• Pursuant to the Manual Procedures for Highly Technical Consultants, the end-user shall justify to the BAC the engagement of the individuals in accordance with the conditions set forth in the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184.</li> <li>• As such, the BAC instructed the end-user unit to specify and elaborate more the scopes of work for the two (2) consultants and differentiate them with the scope of work of the Change Management Consultant.</li> <li>• The discussion is deferred to the next BAC meeting.</li> </ul>

**IV. Adjournment**

There being no other matters to be discussed, the meeting was adjourned at 12:30 p.m.

Prepared by:

  
**AARON ALBERTO A. ESCALONA**  
Secretariat

Noted by:

  
**RYAN S. LITA**  
Vice Chairperson



# Janitorial Manpower Services

## ELIGIBILITY REQUIREMENTS (1st Envelope) (P30,000,000.00-ABC) for two (2) years

Date and Time: December 18, 2017 9:00am

ITEM / DESCRIPTION		M8 Manpower Services	Front Runners Property Maintenance and Gen. Services Corp.	DBM Service Corp.
<b>1. Eligibility Components</b>				
<b>(a) Legal Documents</b>				
(i)	PhilGEPS Certificate of Registration with Annex A (for PhilGEPS Platinum Members); or	✓	✓	✓
(ii)	Class "A" eligibility documents (if not PhilGEPS Platinum Member)			
a.	Registration Certificate			
	DTI Certificate - for sole proprietorship	N/A	N/A	N/A
	SEC Certificate of Registration - for corporation			
b.	Current and Valid Mayor's/Business Permit			
c.	Tax Clearance per Executive Order No. 398, series of 2005, as finally reviewed and approved by the BIR			
<b>(b) Technical Documents</b>				
(i)	Statement of All ongoing private and government contracts undertaken, including contracts awarded but not yet started, if any.	✓	✓	✓
(ii)	Statement of Single Largest Completed Contract within two (2) years which is similar in nature	✓	✓	✓
	Photocopy of single largest completed contract or Purchase Order (at least 50% of the ABC - P4,500,000.00)	✓	✓	✓
	Certificate of Completion or Final Acceptance or Official Receipt	✓	✓	✓
(iii)	Bid Security in any of the following forms:			
(a)	Cash or cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank - 2% of the ABC (P180,000.00)			
(b)	Surety bond - 5% of the ABC (P450,000.00)			
(c)	Duly certified by the Insurance Commission	✓	✓	✓
(c)	Bid Securing Declaration	✓	✓	✓
(iv)	Compliance with Section VI. Schedule of Requirements	✓	✓	✓
(v)	Compliance with Section VII. Technical Specifications	✓	✓	✓
(vi)	Omnibus Sworn Statement	✓	✓	✓
(vii)	Authority of the Signatory			
<b>(c) Financial Documents</b>				
(i)	Net Financial Contracting Capacity (NFCC) or Committed Line of Credit	✓	✓	✓
(ii)	Latest Audited Financial Statement (if not PhilGEPS Platinum Member) stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.	N/A	N/A	N/A
REMARKS (PASS/FAIL)		PASS	Pass	PASS

### DBM BIDS AND AWARDS COMMITTEE:

ADIR. THEA MARIE CORINNE F. PALARCA

End-User

ADIR. JESUS DIMPNA O. LEJOS

Member

not present

DIR. ROWENA CANDICE M. RUIZ

Member

not present

ASEC. CLARITO ALEJANDRO D. MAGSINO

Chairperson

MS. SHERYL GRACE S. AROMIN

B.U.D.C.E.T Representative

DIR. DOLORES E. GALURA

Member

DIR. RYAN S. LITA

Vice-Chairperson

## Janitorial Manpower Services

### FINANCIAL PROPOSAL (2nd Envelope) (P30,000,000.00-ABC) for 2 years

Date and Time: December 15, 2017 9:00am

PARTICULAR	TOTAL COST (Inclusive of VAT)		
	M8 Manpower Services	Front Runners Property Maintenance and Gen. Services Corp.	DBM Service Corp.
Janitorial Manpower Services	14,485,833.12	14,485,833.12	14,485,833.12
<b>TOTAL for two (2) years</b>	<b>28,971,666.24</b>	<b>28,971,666.24</b>	<b>28,971,666.24</b>

#### DBM BIDS AND AWARDS COMMITTEE:

ADIR. THEA MARIE CORINNE F. PALARCA

End-User

ADIR. JESUSA NIMPNA O. LEJOS

Member

not present

DIR. ROWENA CANDICE M. RUIZ

Member

not present

ASEC. CLARITO ALEJANDRO D. MAGSINO

Chairperson

MS. SHERYL GRACE S. AROMIN

B.U.C.E.T Representative

DIR. DOLORES E. GALURA

Member

DIR. RYAN S. LITA

Vice-Chairperson

**Department of Budget and Management**  
**Janitorial Manpower Services**  
**BIDDER'S POST QUALIFICATION REPORT**

**ABC- P30,000,000.00 for two (2) years**

1. Name of Bidder	Front Runners Property Maintenance and Gen. Services Corp.
2. Rank in the List of Bids	Rank 1
3. Bid Price	Php28,971,666.24 (Php14,485,833.12 per year)
4. Period of Post Qualification	December 16, 2017- January 11, 2017
5. Results of Post Qualification	Post-qualified

**Eligibility Documents**

Class "A" Documents	SUBMITTED	REMARKS
<b>Legal Documents</b>		
<b>1. PhilGEPS Registration Certificate</b>		
- Certificate Number	PhilGEPS-2009-54771	COMPLYING
- Date Issued	February 28, 2017	
- Valid until:	February 28, 2018	

**Technical Documents**

1. Statement of all On-Going Projects		COMPLYING
Government		
1. Project Name	Janitorial Services	
Client Name	Pasay City Government	
Contract Cost	P998,213.53	
Contract Date	March 16, 2017	
Date of Delivery	December 31, 2017	
2. Project Name	Janitorial Services	
Client Name	Pasay City Government	
Contract Cost	P1,503,814.20	
Contract Date	May 16, 2017	
Date of Delivery	December 31, 2017	
3. Project Name	Janitorial Services	
Client Name	Department of Transportation and Communications	
Contract Cost	P1,420,144.77	
Contract Date	March 2, 2015	
Date of Delivery	March 1, 2018	
4. Project Name	Janitorial Services	
Client Name	PAGCOR-Cebu	
Contract Cost	P2,506,234.59	
Contract Date	February 1, 2015	
Date of Delivery	January 31, 2018	
5. Project Name	Janitorial Services	
Client Name	PAGCOR- House Annex	
Contract Cost	P6,847,504.16	
Contract Date	June 27, 2016	
Date of Delivery	June 26, 2019	
6. Project Name	Janitorial Services	
Client Name	PAGCOR-Manila Grand Opera	
Contract Cost	P2,592,058.14	
Contract Date	September 12, 2016	
Date of Delivery	September 11, 2019	

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**Department of Budget and Management**  
**Janitorial Manpower Services**  
**BIDDER'S POST QUALIFICATION REPORT**

**ABC- P30,000,000.00 for two (2) years**

1. Name of Bidder		Front Runners Property Maintenance and Gen. Services Corp.	
2. Rank in the List of Bids		Rank 1	
3. Bid Price		Php28,971,666.24 (Php14,485,833.12 per year)	
4. Period of Post Qualification		December 16, 2017- January 11, 2017	
5. Results of Post Qualification		Post-qualified	
7. Project Name		Janitorial Services	
Client Name		PAGCOR-House	
Contract Cost		P14,436,210.36	
Contract Date		February 15, 2017	
Date of Delivery		February 14, 2020	
8. Project Name		Janitorial Services	
Client Name		DAR-Cebu	
Contract Cost		P11,202.86	
Contract Date		January 1, 2017	
Date of Delivery		December 31, 2017	
9. Project Name		Janitorial Services	
Client Name		DOTr-MRT 3	
Contract Cost		P3,794,786.10	
Contract Date		December 29, 2016	
Date of Delivery		December 28, 2017	
Private			
N/A			
2. Statement of Single Largest Completed Contract			
1. Project Name		Janitorial Services	
Client Name		Pasay City Government	
Contract Cost		P29,127,547.61	
Contract Date		March 16, 2016	
3. Bid Security			
Form		Bid Securing Declaration	
Issued by		Delfin M. Ferrer, Jr. Chairman	
Notarized by		Atty. Portia D. Flores-Diesta	
Date of Notarization		December 12, 2017	
ID presented		SSS ID No. 03-2707382-0	
4. Compliance with Section VI. Schedule of Requirements		Front Runners Property Maintenance and Gen. Services Corp. certified to comply and deliver all the requirements stated in Section VI. Schedule of Requirements	
5. Compliance with Section VII. Technical Specifications		Front Runners Property Maintenance and Gen. Services Corp. certified to comply with all the specifications stated in Section VII. Technical Specifications	
6. Omnibus Sworn Statement			
Signatory		Delfin M. Ferrer, Jr.	
Notarized by		Atty. Portia D. Flores-Diesta	
Date		December 12, 2017	
ID presented		SSS ID No. 03-2707382-0	

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**Department of Budget and Management**

**Janitorial Manpower Services**

**BIDDER'S POST QUALIFICATION REPORT**

**ABC- P30,000,000.00 for two (2) years**

1. Name of Bidder	Front Runners Property Maintenance and Gen. Services Corp.	
2. Rank in the List of Bids	Rank 1	
3. Bid Price	Php28,971,666.24 (Php14,485,833.12 per year)	
4. Period of Post Qualification	December 16, 2017- January 11, 2017	
5. Results of Post Qualification	Post-qualified	
<b>7. Authority of the Signatory</b>		<b>COMPLYING</b>
Authorized Signatory	Rolando C. Cipriano	
Designation	Corporate Secretary	
Date	December 12, 2017	
Notarized by	Atty. Portia D. Flores-Diesta	
Date	December 12, 2017	
ID presented	Senior Citizen ID No. 51188	

**Financial Documents**

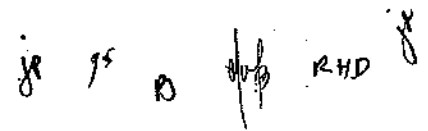
1. Net Financial Contracting Capacity	(41,434,128.00 - 6,775,645.00)*15-34,110,168.71 485,767,076.29	COMPLYING
2. Audited Financial Statement		COMPLYING
Current Asset	41,434,128.00	
Current Liabilities	6,775,645.00	
Audited by	Severino L. Layco	
Date of Receipt by BIR	April 24, 2017	

**Additional Documents**

1. Income Tax Return (CY 2016)		COMPLYING
- Amount Paid	6,433.00	
- Date Filed	April 10, 2017	
- EFPS Filing Reference to ITR Form 1702	121700019553078	
2. Business Tax Return/VAT - Date Filed and Amount Paid, EFPS Ref No.		COMPLYING
May 2017	June 20, 2017 / P25,091.44 091700020501799	
June 2017	July 19, 2017 / P21,252.13 101700020847595	
July 2017	Aug. 17, 2017 / P22,141.61 091700021260376	
August 2017	Sept. 20, 2017 / P20,281.45 091700021701887	
September 2017	Oct. 19, 2017 / P22,145.22 101700022045136	
October 2017	Nov. 21, 2017 / P23,154.13 091700022517782	

**FINANCIAL PROPOSAL**

	<b>SUBMITTED</b>	<b>REMARKS</b>
Total Bid (Inclusive of VAT)	P28,971,666.24 (14,485,833.12 per year)	COMPLYING within the ABC of P30,000,000.00 for 2 years



Department of Budget and Management

Janitorial Manpower Services

BIDDER'S POST QUALIFICATION REPORT

ABC- P30,000,000.00 for two (2) years

1.	Name of Bidder	Front Runners Property Maintenance and Gen. Services Corp.
2.	Rank in the List of Bids	Rank 1
3.	Bid Price	Php28,971,666.24 (Php14,485,833.12 per year)
4.	Period of Post Qualification	December 16, 2017- January 11, 2017
5.	Results of Post Qualification	Post-qualified

**Findings:**

( / ) Responsive      ( ) Non-Responsive

All pertinent documents were found to be in order, thus, Front Runners Property Maintenance and Gen. Services Corp. is the Lowest Calculated and Responsive Bid for the project "Janitorial Manpower Services."

**EVALUATED BY:**  
Technical Working Group

  
MAYVILYN B. MATIAS

  
JENELYN D. SUNGA

  
RAINIER H. DIAZ

  
GEORGE V. SOTELO

  
JEWEL SAHARA PADILLA

  
PHILIP JEFFREY DAVID



REPUBLIC OF THE PHILIPPINES  
**DEPARTMENT OF BUDGET AND MANAGEMENT**  
GENERAL SOLANO ST., SAN MIGUEL, MANILA

**BIDS AND AWARDS COMMITTEE**

**Resolution No. 2018- 01**

**WHEREAS**, the Department of Budget and Management-Bids and Awards Committee (DBM-BAC) conducted a public bidding for the Project, "Janitorial Manpower Services," with an Approved Budget for the Contract of P30,000,000.00 for two (2) years;

**WHEREAS**, on November 24, 2017, an Invitation to Bid was posted on the Philippine Government Electronic Procurement System website, the DBM website, and all DBM bulletin boards;

**WHEREAS**, four (4) prospective bidders, namely: (i) M8 Manpower Services; (ii) Front Runners Property Maintenance and General Services Corporation; (iii) DBP Service Corporation; and (iv) Excellent General Services Inc., responded to the said Invitation and attended the Pre-bid Conference on December 1, 2017;

**WHEREAS**, during the submission and opening of bids on December 15, 2017, three (3) bidders submitted their bids, namely: (i) M8 Manpower Services; (ii) Front Runners Property Maintenance and General Services Corporation; and (iii) DBP Service Corporation;


**WHEREAS**, after preliminary examination of the bids, the BAC, using non-discretionary "pass/fail" criteria, determined the submissions of all bidders as "passed" for complying with all the eligibility and technical requirements as stated in the Bidding Documents;

**WHEREAS**, after evaluation of the financial proposals, the BAC determined that all bidders submitted the same bid in the amount of P14,485,833.12 for one (1) year, for a total amount of P28,971,666.24 for two (2) years. Following GPPB Circular No. 06-2005 dated August 5, 2005, a tie-breaking method was conducted through the drawing of lots wherein Front Runners Property Maintenance and General Services Corporation drew the number one lot, and was accordingly declared as the Lowest Calculated Bid;

**WHEREAS**, after careful examination, validation and verification of the eligibility, technical and financial proposals of the bid, the BAC found that the submission of Front Runners Property Maintenance and General Services Corporation passed all the criteria for post-qualification; thus, it was declared as the Lowest Calculated and Responsive Bid in the amount of P14,485,833.12 for one (1) year, for a total amount of P28,971,666.24 for two (2) years;

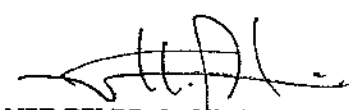
**NOW, THEREFORE**, for and in consideration of the foregoing premises, the BAC **RESOLVED**, as it hereby **RESOLVED**, to recommend to the Secretary of Budget and Management that the contract for the Project, "Janitorial Manpower Services," be awarded to Front Runners Property Maintenance and General Services Corporation, in accordance with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations.

**ADOPTED**, this 11<sup>th</sup> day of January 2018 at the Department of Budget and Management, General Solano St., San Miguel, Manila.

  
**ARGE E STA. BARBARA**  
*End-user Representative*

  
**JESUSA DIMPNA O. LEJOS**  
*Member*

  
**RYAN S. LITA**  
*Vice Chairperson*

  
**VIRGILIO A. UMPACAN, JR.**  
*B.U.D.G.E.T. Representative*

  
**ROWENA CANDICE M. RUIZ**  
*Member*

  
**CLARITO ALEJANDRO L. MAGSINO**  
*Chairperson*

☒ Approved  
☐ Disapproved

  
**BENJAMIN E. DIOKNO**  
*Secretary, DBM*

Date: JAN 19 2018







REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

**BIDS AND AWARDS COMMITTEE**

**NOTICE OF AWARD**

January 11, 2018

**MARIA SHERYL B. LAURIO**

*HR & Administrative Officer*

Front Runners Property Maintenance  
and General Services Corporation  
No. 4-B West Road  
Barangay Bagong Lipunan ng Crame  
Cubao, Quezon City, Metro Manila

Dear **Ms. Laurio**:

We are pleased to inform you that the contract for the Project, "Janitorial Manpower Services," is hereby awarded to Front Runners Property Maintenance and General Services Corporation in the amount of P28,971,666.24 for two (2) years.

In this regard, you are hereby required to post a performance security in the amount and form stated in Section 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 prior to the signing of the contract.

Very truly yours,

  
**BENJAMIN E. DIOKNO**  
*Secretary*





REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

**BIDS AND AWARDS COMMITTEE**

**NOTICE OF AWARD**

January 11, 2018


**MARIA SHERYL B. LAURIO**  
*HR & Administrative Officer*  
Front Runners Property Maintenance  
and General Services Corporation  
No. 4-B West Road  
Barangay Bagong Lipunan ng Crame  
Cubao, Quezon City, Metro Manila

Dear **Ms. Laurio**:

We are pleased to inform you that the contract for the Project, "Janitorial Manpower Services," is hereby awarded to Front Runners Property Maintenance and General Services Corporation in the amount of P28,971,666.24 for two (2) years.

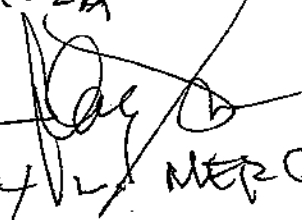
In this regard, you are hereby required to post a performance security in the amount and form stated in Section 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 prior to the signing of the contract.

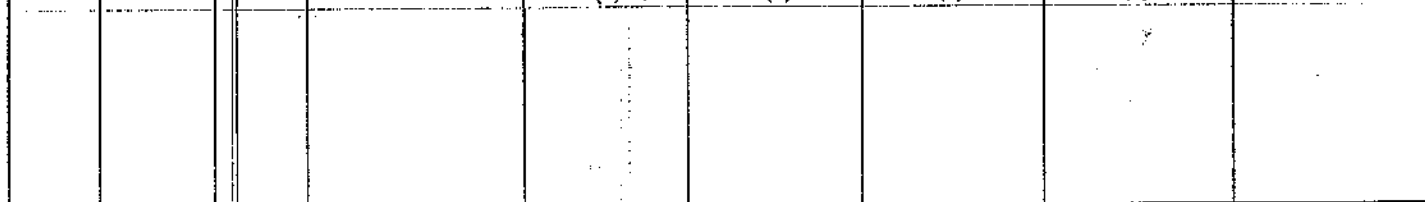
Very truly yours,

  
**BENJAMIN E. DIOKNO**  
*Secretary*



RECEIVED  
JAN. 24 2018

  
JOY L. MERCADO





# Front Runners Property Maintenance & Gen Services Corp.

Breakdown by Responsibility Center and by PPA

Covered by OBR No. 021011012018-02-000 dated February 2, 2018

Legal Basis: R.A. 10964 - Current Appropriation

Legal Basis: R.A. 10964 - Current Appropriation

Responsibility Center	Particulars	P.P.A.	Account Code	Amount
OSEC	Payment for Janitorial Services for the period of February 16, 2018 to February 15, 2019	1000100001	5021202000	3,291,263.36
AS		1000100001	5021202000	6,962,945.44
FS		1000100001	5021202000	235,090.24
		1000100001	5021102000	235,090.24
IAS		1000100001	5021202000	235,090.24
CPRS		1000100001	5021202000	235,090.24
LS		2000100001	5021202000	235,090.24
ICTSS		2000100002	5021202000	235,090.24
TIS		2000100003	5021202000	235,090.24
FPRB		3010100000	5021202000	235,090.24
OPCCB		3030100002	5021202000	235,090.24
SPIB		3030100001	5021202000	235,090.24
BTB		3020100000	5021202000	235,090.24
BMB-A		3020200000	5021202000	235,090.24
BMB-B		3020200000	5021202000	235,090.24
BMB-C		3020200000	5021202000	235,090.24
BMB-D		3020200000	5021202000	235,090.24
BMB-E		3020200000	5021202000	235,090.24
LGRCB		3020200000	5021202000	235,090.24
PMEB		3020200000	5021202000	235,090.24
Total				14,485,833.12

Prepared by:

  
**ARNOLD M. BANAAY**  
 Administrative Officer V

Building I		
1	LS	1
2	BITS	1
3	Library	n/a
4	OPCCB	1
5	FPRB	1
6	SPRB	1
Building II		
7	BTB	1
8	BMB-A	1
9	COA	1
10	Osec	2
	Asec.	
11	Pangandama n	1
12	Usec. Pascua	1
13	Usec. Cantor	1
14	Usec. Abuel	1
15	Usec. Bailen	1
	Asec.	
16	Magsino	1
17	Asec. Castillo	1
18	Usec. Canda	1
19	Asec. Chua	1
	Usec.	
20	Guillermo	1
21	ICTSS CO	1
22	ICTSS BTMS	1
23	BMB-B	1
24	BMB-C	1
25	BMB-D	1
26	BMB-E	1
27	PMEB	1
28	LGRCB	1
Building III		
29	AS	20
30	FS	1
31	IAS	1
32	PMS	1
33	DILLO	1
	TOTAL	52

Feb. 2  
Donna De Ocampo



REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
GENERAL SOLANO ST., SAN MIGUEL, MANILA

**BIDS AND AWARDS COMMITTEE**

**NOTICE TO PROCEED**

**MR. DELFIN M. FERRER, JR.**

Chairman

Front Runners Property Maintenance  
and General Services Corporation

No. 4-B West Road

Barangay Bagong Lipunan ng Crame  
Cubao, Quezon City, Metro Manila

Dear **Mr. Ferrer:**

This is to inform your company that performance of the obligations specified in the attached Contract for the Project, "Janitorial Manpower Services," shall commence upon receipt of this Notice to Proceed.

Very truly yours,

**BENJAMIN E. DIOKNO**

Secretary

*Edm*



I acknowledge receipt and acceptance of this Notice on: FEB. 14, 2018

Name of Consultant and/or Representative: ROQUE D. MARTINEZ

Authorized Signature: 



## Award Notice Abstract (Ref No.: 1741556)

Status: Updated

<b>Reference Number:</b> 4986150	<b>DEPARTMENT OF BUDGET AND MANAGEMENT</b> Mabini Hall, Malacañang J.P. Laurel Street San Miguel, Manila Metro Manila, NCR, Philippines		<b>Award Type:</b> Award Notice
<b>Control Number:</b> 2017-31	<b>Awardee:</b> FRONT RUNNERS PROPERTY MAINTENANCE AND GEN. SERVICES CORP.	<b>Contact Person:</b> Maria Sheryl Baring Laurio	<b>Contract Amount:</b> Php28,971,666.24
<b>Bid Notice Title:</b> Janitorial Manpower Services	<b>Address:</b> No. 4-B West Road, Barangay Bagong Lipunan ng Crame, Cubao, Quezon City Metro Manila, NCR, Philippines	<b>Designation:</b> HR & Admin Officer	<b>Award Date:</b> 24-Jan-2018
<b>Approved Budget:</b> Php30,000,000.00	<b>Line Item</b>	<b>Product/Service/Project Name</b>	<b>Publish Date:</b> 20-Feb-2018
<b>Procurement Mode:</b> Public Bidding	#	Budget	<b>Date Last Updated:</b> 20-Feb-2018
<b>Classification:</b> Goods - General Support Services	1	Janitorial Manpower Services, Janitorial Manpower Services, 76000000, 1, Lot	<b>Contract Number:</b> 2017-31
<b>Category:</b> Janitorial Services	<b>Reason for Award:</b> Lowest Calculated and Responsive Bid		<b>Proceed Date:</b> 14-Feb-2018
<b>Applicable Procurement Rules:</b> Implementing Rules and Regulations			<b>Contract Effectivity Date:</b> 01-Mar-2018
<b>Funding Source:</b> Government of the Philippines (GOP)			<b>Contract End Date:</b> 29-Feb-2020
<b>Funding Instrument:</b> General Appropriations Act			<b>Created By:</b> Rhonna Regina Buencamino Puno
<b>Location:</b> Metro Manila			<b>Date Created:</b> 15-Feb-2018
<b>Contract Duration:</b> 2 Year/s			<b>Approver:</b>
<b>Contact Person:</b> Rhonna Regina Puno			<b>View Documents:</b> 4





REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
GENERAL SOLANO ST., SAN MIGUEL, MANILA

**BIDS AND AWARDS COMMITTEE**

**NOTICE TO PROCEED**

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Chairman

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Very truly yours,

**BENJAMIN E. DIOKNO**

Secretary

*clm*



I acknowledge receipt and acceptance of this Notice on: FEB. 14, 2018

Name of Consultant and/or Representative: ROQUE D. MARTINEZ

Authorized Signature: 