



**NATIONAL COMMISSION ON INDIGENOUS PEOPLES  
6<sup>TH</sup> & 7<sup>TH</sup> FLOORS, SUNNYMEDE IT CENTER, QUEZON AVE.,  
SOUTH TRIANGLE, QUEZON CITY**

**BIDDING DOCUMENTS  
FOR THE  
Procurement of Janitorial Services  
for  
CY 2024**

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# *Glossary of Acronyms, Terms, and Abbreviations*

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

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

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

**EXW** – Ex works.

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

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

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

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

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

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



**Republic of the Philippines**  
**Office of the President**  
**NATIONAL COMMISSION ON INDIGENOUS PEOPLES**  
*6<sup>th</sup> & 7<sup>th</sup> Floor Sunneymede IT Center, Diliman, Quezon City*  
*Trunk Line No. 8575-1200 | Telefax Nos. 8373-9534 /8373-9787*

## **INVITATION TO BID FOR The Procurement of Janitorial Services for CY 2024**

1. The *National Commission on Indigenous Peoples (NCIP)*, intends to apply the sum of *Two Million Four Hundred Thousand Pesos Only (Php 2,400,000.00)* being the Approved Budget for the Contract (ABC), to payments under the contract for the Procurement of Janitorial Services for CY 2024. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The National Commission on Indigenous Peoples (NCIP), now invites bids for the above Procurement Project. Delivery of the Goods/Services is required upon receipt of Notice to Proceed and shall commence from January 1, 2024 up to December 31, 2024. 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.
  - a. 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. To facilitate the immediate implementation of the procurement of this Project, the NCIP shall proceed with the procurement activities short of award, pending the approval of the 2024 General Appropriations Act (GAA), pursuant to Section 7.6 of the 2016 Revised IRR of RA 9184.
5. Prospective Bidders may obtain further information from the BAC Secretariat through the contact details given below and inspect the Bidding Documents as posted on the websites of the NCIP and the Philippine Government Procurement Electronic Procurement System (PhilGEPS).
6. A complete set of Bidding Documents may be purchased by interested Bidders from **November 16, 2023** until the deadline of bid submission on **December 11, 2023 at 1:30PM** from the address below and upon payment of a non-refundable fee for the Bidding Documents in the amount of **Five Thousand Pesos (Php 5,000.00)** at the Cashier’s Office.

7. The NCIP will hold a combination of Virtual via Zoom Application and Physical attendance for the Pre-Bid Conference on **November 24, 2023 at 3:00PM** at **NCIP Conference Room or at the ICT Communication Center, 7<sup>th</sup> Floor Sunnymede IT Center, Quezon Avenue, South Triangle, Quezon City** which shall be open to prospective bidders. Interested bidders should send their intent to participate through [fao.gsd@ncip.gov.ph](mailto:fao.gsd@ncip.gov.ph) so that link will be sent through your submitted e-mail addresses.
8. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **December 11, 2023 at 1:30PM**. Late bids shall not be accepted.
9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
10. A combination of Virtual via Zoom application and physical attendance for the bid opening shall be conducted on **December 11, 2023 at 3:00PM** at **the given address below and/or via zoom link provided for upon registration**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
11. The NCIP reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:  
  
**MR. RAFAEL B. BELISANO**  
BAC Head Secretariat  
National Commission on Indigenous Peoples (NCIP)  
**7<sup>th</sup> Floor, Sunnymede IT Center, Quezon Avenue, South Triangle, Quezon City**  
Telephone No. 85751200 local 0019
13. For downloading of Bidding Documents, you may also visit our website:  
[www.ncip.gov.ph](http://www.ncip.gov.ph)

*November 15, 2023*



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**HAZEL MARJORIE H. LUCAS**  
BAC Chairperson



***Section II. Instructions to Bidders***

## 1. Scope of Bid

The Procuring Entity, National Commission on Indigenous Peoples (NCIP) wishes to receive Bids for the Procurement of Janitorial Services for CY 2024 under this Agreement, with identification number [NCIP 2023-11-009].

The Procurement Project (referred to herein as “Project”) is composed of Janitorial Services, the details of which are described in Section VII (Technical Specifications).

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for *Fiscal Year 2024*, in the total amount of **Two Million Four Hundred Thousand Pesos Only (P2,400,000.00)**.

2.2. The source of funding is:

- a. NGA, the General Appropriations Act of 2024 (GAA 2024)

## 3. Bidding Requirements

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

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

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

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

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

## 5. Eligible Bidders

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

- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- a. For the procurement of Non-Expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## 6. Origin of Goods

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

## 7. Subcontracts

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time at and either at its physical address at **NCIP Conference Room or ICT Communication Center, 7<sup>th</sup> Floor, Sunnymede IT Center, Quezon Avenue, South Triangle, Quezon City** and/or through video/conferencing/webcasting as indicated in paragraph 7 of the **IB**.

## 9. Clarification and Amendment of Bidding Documents

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

## 10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *two (2) years amounting to at least fifty percent (50%) of the ABC* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## 11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## 12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

- a. For Goods offered from within the Procuring Entity's country:
  - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
  - ii. The cost of all customs duties and sales and other taxes already paid or payable;
  - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
  - iv. The price of other (incidental) services, if any, listed in the **BDS**.
- b. For Goods offered from abroad:
  - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
  - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

### **13. Bid and Payment Currencies**

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

13.2. Payment of the contract price shall be made in:

- a. Philippine Pesos.

### **14. Bid Security**

14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

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

- 14.2. The Bid and bid security shall be valid until *April 09, 2024 (120 days from the date of opening of bids)*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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

Each Bidder shall submit **two copies** of the first and second components of its Bid.

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

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

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

- 16.1. The Bidders shall submit on the specified date and time at its physical address as indicated in paragraph 8 of the **IB**.

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

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 10 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

## **18. Domestic Preference**

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

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

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as:  
  
One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## **20. Post-Qualification**

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

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

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

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



# Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ol style="list-style-type: none"> <li>a. Contract for Janitorial Services</li> <li>b. completed within two (2) years prior to the deadline for the submission and receipt of bids.</li> </ol>
7.1	Sub-contact is not allowed for this procurement project.
12	The price of the Goods shall be quoted DDP <i>Philippines</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ol style="list-style-type: none"> <li>a. The amount of not less than <u>Php 48,000.00 (2%) of ABC</u>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <u>Php 120,000.00 (5%) of ABC</u> if bid security is in Surety Bond.</li> </ol>
19.3	<i>No Further Instructions</i>
20.2	<i>As additional requirement the Bidder shall submit the following:</i> <ol style="list-style-type: none"> <li>a. Certificate of pending or no pending labor standards violation case/s with the National Labor Relations Commission and DOLE.</li> <li>b. <i>DOLE 174</i></li> </ol>
21.2	<i>No Further Instruction</i>

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

## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

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

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

## 3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

## 4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

## **5. Warranty**

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

## **6. Liability of the Supplier**

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

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

## *Section V. Special Conditions of Contract*

## Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents –</b></p> <p>The delivery terms applicable for this contract (Janitorial Services) is from January 1, 2024 to December 31, 2024 and shall be provided to the NCIP Central Office, located at 6<sup>th</sup> &amp; 7<sup>th</sup> Floors Sunnymede IT Center, Quezon Avenue, Quezon City.</p> <p>Delivery of the Goods/Services shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Mr. Rafael Belisano.</p>
2.2	<p>“The terms of payment shall be made on a bi-monthly basis upon submission of billing statement and the necessary supporting document such as, but not limited to:</p> <ul style="list-style-type: none"> <li>a) DTR/Actual attendance</li> <li>b) Proof of remittance of Premiums to SSS, PhilHealth, PAGIBIG and ECC</li> <li>c) Certificate of prompt payment of salaries</li> </ul>
4	<p>The inspections and tests that will be conducted are:</p> <p>Actual inspection of the performance of the janitorial manpower, their equipment and other essential paraphernalia at any time it is deemed necessary or as referred to Section VII. Technical Specifications.</p>

## *Section VI. Schedule of Requirements*

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

Item Number	Description	Quantity	Total	Delivered, Weeks/ Months
1.	<b>Janitorial Services for NCIP Central Office (CY 2024)</b>			
	Janitorial services shall render eight (8)-hour work per day, six (6) days a week (Monday to Saturday) in accordance with the scope of service/work, standards, approved janitorial plan and manpower compliment and deployment plan.			
	The Service Provider shall provide a total of eight (8) qualified and skilled personnel with sufficient experience in general cleaning/maintenance of public office	8	8	12 months
	<p><b><u>6 Male janitorial/utility staff</u></b></p> <p><b><u>Schedule:</u></b></p> <p><b>1. Monday to Friday:</b></p> <p style="padding-left: 40px;">a.) 5 janitors to report from 7:00AM-4:00PM</p> <p style="padding-left: 40px;">b.) 1 janitor to report from 9:00AM to 6:00PM</p> <p><b>2. Saturday:</b></p> <p style="padding-left: 40px;">a. 6 janitors to report from 6:00AM to 3:00PM</p>	6		12 months
	<p><b><u>2 Female janitorial/utility staff</u></b></p> <p><b><u>Schedule:</u></b></p> <p><b>1.) Monday to Friday</b></p> <p style="padding-left: 40px;">a.) 1 Janitress to report from 7:00AM to 4:00PM</p> <p style="padding-left: 40px;">b.) 1 Janitress to report from 9:00AM to 6:00PM</p> <p><b>2.) Saturday</b></p> <p style="padding-left: 40px;">a. 2 Janitress to report from 6:00AM to 3:00PM</p>	2		12 months

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



# Technical Specifications

Item	Specification	Statement of Compliance
<b>1</b>	<b>Minimum Qualifications of Janitorial/Utility Personnel</b>	
	<p>The Janitorial/Utility personnel shall have the following minimum qualifications:</p> <p>a) Must be at least 18 years old.</p> <p>b) At least High School Graduate. High School diploma and transcript of records must be submitted;</p> <p>c) Well trained or must have training on proper housekeeping, cleaning and use of janitorial equipment</p> <p>d) Must be physically fit to work. Medical certificate / clearance from a government physician, as well as drug test results must be submitted</p> <p>e) Must be of good moral character, reputation courteous, alert and without any criminal or police record. Police and National Bureau of Investigation (NBI) clearances must be submitted.</p> <p>f) At least one (1) year work experience in a government agency / facility.</p>	<i>State if comply or not comply</i>
<b>2</b>	<b>Minimum Equipment Requirement to be Provided by the Service Provider</b>	
	<p>Minimum Equipment to be provided by the Service Provider:</p> <p>a.) 2 units floor polisher</p> <p>b.) 2 pcs mop squeezer</p> <p>c.) 4 pcs floor/caution signage</p> <p>d.) 1unit Vacuum cleaner</p> <p>e.) 2 pcs garbage cart</p> <p>f.) 1-unit heavy duty push cart</p>	
<b>3</b>	<b>Supplies and Materials</b>	
	➤ <i>Janitorial Supplies and materials needed other than mentioned above (No. 2) shall be borne by the Procuring Entity</i>	
<b>4</b>	<b>Janitors' Area of Assignment</b>	

	<p>Area/Place of Assignment and required time:</p> <p>1. 6<sup>th</sup> Floor –for 8 hours from Monday to Saturday</p> <p>2. 7<sup>th</sup> Floor –for 8 hours from Monday to Saturday (<i>Specific area shall be arranged/assigned upon assumption of duty</i>).</p>																									
5	<b>Scope of Work of Janitorial Services</b>																									
	<p><b>The following scope of work shall be observed:</b></p> <table border="1" data-bbox="339 707 1150 1899"> <thead> <tr> <th data-bbox="339 707 655 819">Services</th> <th data-bbox="655 707 999 819">Areas to be cleaned</th> <th data-bbox="999 707 1150 819">Min. Requirement</th> </tr> </thead> <tbody> <tr> <td data-bbox="339 819 655 969">a.) Sweeping, mopping, spot scrubbing</td> <td data-bbox="655 819 999 969">Floor areas of the office building</td> <td data-bbox="999 819 1150 969">Daily</td> </tr> <tr> <td data-bbox="339 969 655 1193">b.) Dusting/damp wiping and polishing</td> <td data-bbox="655 969 999 1193">Vertical and horizontal surfaces; tables; chairs; cabinets; racks; computers /printers and other furniture/equipment</td> <td data-bbox="999 969 1150 1193">Daily</td> </tr> <tr> <td data-bbox="339 1193 655 1417">c.) Trash removal: emptying and cleaning of waste cans/baskets and proper disposal of garbage</td> <td data-bbox="655 1193 999 1417">Waste cans and baskets</td> <td data-bbox="999 1193 1150 1417">Daily/at the end of the day</td> </tr> <tr> <td data-bbox="339 1417 655 1529">d.) Cleaning, deodorizing and disinfecting</td> <td data-bbox="655 1417 999 1529">Comfort rooms; washrooms and pantries</td> <td data-bbox="999 1417 1150 1529">Daily</td> </tr> <tr> <td data-bbox="339 1529 655 1597">e.) Shampooing/ Vacuuming</td> <td data-bbox="655 1529 999 1597">fabric upholstery</td> <td data-bbox="999 1529 1150 1597">Once a week</td> </tr> <tr> <td data-bbox="339 1597 655 1821">f.) Cleaning</td> <td data-bbox="655 1597 999 1821">Electric fans; refrigerators; lighting casings; window blinds; drinking water dispensers; shelves or filing cabinet</td> <td data-bbox="999 1597 1150 1821">Daily</td> </tr> <tr> <td data-bbox="339 1821 655 1899">g.) General Cleaning</td> <td data-bbox="655 1821 999 1899">All areas</td> <td data-bbox="999 1821 1150 1899">Every Saturday</td> </tr> </tbody> </table> <p>A. Janitorial personnel shall render eight (8) hours of work a day, from Monday to Saturday in order to perform the following tasks:</p>	Services	Areas to be cleaned	Min. Requirement	a.) Sweeping, mopping, spot scrubbing	Floor areas of the office building	Daily	b.) Dusting/damp wiping and polishing	Vertical and horizontal surfaces; tables; chairs; cabinets; racks; computers /printers and other furniture/equipment	Daily	c.) Trash removal: emptying and cleaning of waste cans/baskets and proper disposal of garbage	Waste cans and baskets	Daily/at the end of the day	d.) Cleaning, deodorizing and disinfecting	Comfort rooms; washrooms and pantries	Daily	e.) Shampooing/ Vacuuming	fabric upholstery	Once a week	f.) Cleaning	Electric fans; refrigerators; lighting casings; window blinds; drinking water dispensers; shelves or filing cabinet	Daily	g.) General Cleaning	All areas	Every Saturday	
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	<p>1. <b>DAILY PERIODIC ROUTINE.</b> The daily routine services of janitorial personnel shall include:</p> <ul style="list-style-type: none"> <li>a. Sweeping, dusting, mopping and polishing floors of all rooms, corridors, lobbies, and stairs and entrances or areas which may be specified by the NCIP;</li> <li>b. Cleaning and wiping of all office tables, glass tops, furniture and fixture, equipment, appliances, window ledges, counters, doorknobs, and glass partitions and doors;</li> <li>c. Cleaning and sanitizing of comfort rooms (CRs) at least three (3) times a day, pantries, bath and kitchens sinks and removal of spots or stains from floors and other surfaces;</li> <li>d. Fetching water and filling of container in the CRs when water is not available;</li> <li>e. Proper disposal of solid waste from various parts of the area assigned to the designated trash storage of the NCIP;</li> <li>f. Upkeep of indoor potted plants;</li> <li>g. Assist in the preparation and serving of food during meetings; and other similar activities</li> </ul> <p>2. <b>WEEKLY PERIODIC ROUTINE.</b> The weekly routine services of janitorial personnel shall include:</p> <ul style="list-style-type: none"> <li>a. Spot scrubbing, dirt stain removal and cleaning of chairs and rugs;</li> <li>b. Thorough cleaning, washing and scrubbing of all rooms and CRs facilities;</li> <li>c. Cleaning and polishing on the inner surfaces of all window glasses, sun baffles, walls, counters, light diffusers, picture frames and wall hanging;</li> <li>d. Washing, scrubbing, stripping, waxing and polishing floors;</li> <li>e. Disinfecting of all bathrooms; and</li> <li>f. Any other works advised by the NCIP in connection with the service.</li> </ul> <p>3. <b>MONTHLY PERIODIC ROUTINE.</b> The monthly routine services of janitorial personnel shall include:</p> <ul style="list-style-type: none"> <li>a. Dusting and removing of cobwebs from ceiling of the premises;</li> <li>b. Cleaning of ornamental plants and polishing stair railings and metal signs;</li> <li>c. General cleaning of draperies and blinds;</li> <li>d. Spraying of insecticides and other pest control activities, when necessary;</li> <li>e. Refilling of liquid deodorizers, liquid soaps and among others in all bathrooms; and</li> </ul> <p>4. <b>QUARTERLY PERIODIC ROUTINE.</b> The quarterly routine services of janitorial personnel shall include:</p>	
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- a. Thorough general cleaning of all areas including windows; and
- b. Thorough shampooing of all chairs, panels and rugs.

**5. MISCELLANEOUS ROUTINE AND OTHER SERVICES.** Miscellaneous services to be rendered by janitorial personnel as per request of the concerned units of the NCIP shall include, but not limited to:

- a. Carrying, transporting or moving of office furniture, equipment or supplies within and/or outside premises as may be assigned from time to time or during major NCIP activities;
- b. Report any damage/leaking pipe plumbing, water and toilet facilities, electrical installations, and any damaged furniture and fixture that will need immediate repair;
- c. Errand services as required by concerned NCIP personnel. In performing errand services, the janitorial personnel must fill out a Pass Slip, duly authorized by the Janitor Supervisor, which shall be submitted to the security guard on duty in order to be informed of his/her whereabouts or itinerary in case of the need to be located or contacted; and
- d. Assist during special office activities conducted by NCIP.

The Supervising Janitor must, in addition to his / her regular duties:

- 1. Submit to the Chief Administrative Officer (CAO) and/or General Services Division a monthly manpower schedule every first Monday of the month;
- 2. Submit to the CAO and/or General Services Division a projected monthly and quarterly schedule of cleaning within ten (10) days from assumption of duties;
- 3. Evaluate and verify employee performance through a review of completed work assignments. He / She shall submit to the CAO and/or Building Administrator quarterly performance evaluation of the janitorial staff;
- 4. Ensure compliance and implementation of NCIP's rules and regulations apart from the cleanliness and sanitation of its premises;
- 5. Conduct inspection of the premises to ensure clean and safe conditions and inspect equipment for cleanliness and repair;
- 6. Prepare daily bathroom cleaning checklist and checklist must be attached to the back of each CR's door;
- 7. Ensure delivery of supplies needed by its complement for the month and quarter and submit therewith a list/inventory thereof to the CAO and/or Property/Supply Officer every first Monday of the month;

	<p>8. Determine, on a monthly basis, the materials, supplies, and equipment needed; and</p> <p>9. Ensure correctness of daily log entries of all janitorial personnel assigned to the NCIP.</p>	
<b>6</b>	<b>Additional Requirement</b>	
	The Service Provider shall provide free monthly environment-friendly pest control for the duration of the contract (January to December 2024)	
<b>7</b>	<b>OBLIGATIONS OF THE SERVICE PROVIDER TO ITS EMPLOYEES</b>	
	<p>Aside from paying their employees the proper wages and benefits, the Service Provider shall:</p> <p>A. Provide each Janitorial Personnel with at least two (2) sets of appropriate uniforms, protective gear, if necessary, and ensure that they shall always observe proper personnel hygiene and appear neat and clean. The Service Provider shall not deduct from the salary or claim from the janitor the cost of uniforms and IDs;</p> <p>B. The Service Provider shall pay its personnel not less than the minimum wage and other benefits mandated by law. The Service Provider shall provide the janitorial personnel their monthly pay slip containing the necessary information on it. The Service Provider shall comply with the laws governing labor standards and employee's compensation.</p> <p>C. Notify the janitorial personnel, at the time of hiring, as to the wages and working conditions under which they are employed, which shall include, but not be limited to the following:</p> <ol style="list-style-type: none"> <li>1. The rate of wages payable;</li> <li>2. The method of calculation of wages;</li> <li>3. The periodicity of wage payment - the hour, day and place of payment; and</li> <li>4. Any increase or change with respect to any of the foregoing items during the existence of the contract.</li> </ol> <p>D. Provide each janitor personnel with a copy of the manual operations/company rules and regulations of the Service Provider on the following:</p> <ol style="list-style-type: none"> <li>1. Recruitment of personnel;</li> <li>2. Salaries of personnel;</li> <li>3. Attendance / leave credits;</li> <li>4. Performance standards;</li> <li>5. Sanctions for violation(s) of company rules and regulations;</li> <li>6. Equipment of supplies; and</li> <li>7. Duties/functions/responsibilities of personnel.</li> </ol>	

## ***Section VIII. Checklist of Technical and Financial Documents***

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);  
**or**
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,  
**and**
- (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;  
**and**
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

#### Technical Documents

- (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (f) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;  
**or**  
Original copy of Notarized Bid Securing Declaration; **and**
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (i) Original duly signed Omnibus Sworn Statement (OSS);  
**and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

#### Financial Documents

- (j) The Supplier’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (k) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC);

**or**

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

***Class "B" Documents***

- (l) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

**or**

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

**II. FINANCIAL COMPONENT ENVELOPE**

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



Cost Distribution of Monthly Contract Rate for Janitorial

(Based Wage Order No. NCR - 24)

Effective: July 16, 2023

NATIONAL COMMISSION ON INDIGINOUS PEOPLE

No. of Days per Year	313
<b>Direct Labor Cost</b>	6 days a week (8 Hrs) Day Shift
New Daily Wage (DW)	
<b>A. Amount to the Janitor</b>	
Average Pay/Month	
13th Month Pay	
5 Days Incentive Pay	
<i>Sub-Total</i>	
<b>B. Mandatory Contributions:</b>	
SSS Premium	
Philhealth Contribution	
Employees Compensation	
Pag-Ibig Fund (RA 7742)	
<i>Sub-Total</i>	
<b>Total (A+B)</b>	
<b>C. Administrative Overhead and Margin</b> ( _____ %of A+B)	
<b>D. Value Added Tax</b>	
<b>E. Monthly Contract Price per Janitor/Janitress</b>	
Number of Janitors/Janitress	
Total Amount for 8 Janitorial Personnel Per Month	
<b>F. Total Contract Price (8 Janitorial Personnel for 12 Months)</b>	

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

Legal Capacity: \_\_\_\_\_

Signature : \_\_\_\_\_

Duly Authorized to sign the Bid for and behalf of : \_\_\_\_\_

## Price Schedule for Goods Offered from Within the Philippines

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

### For Goods Offered from Within the Philippines

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

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

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

Legal Capacity: \_\_\_\_\_

Signature : \_\_\_\_\_

Duly Authorized to sign the Bid for and behalf of : \_\_\_\_\_