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BIDDING DOCUMENT FOR THE PROVISION OF JANITORIAL SERVICES FOR ATI BUILDING AND COMPOUND

**ITB No. ATI-CO-2024-13
April 19, 2024**

**Reference:
Philippine Bidding Documents
Sixth Edition
July 2020**

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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 Nation

Section I. Invitation to Bid



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INVITATION TO BID (ITB) FOR THE PROVISION OF JANITORIAL SERVICES FOR ATI BUILDING AND COMPOUND

1. The *Agricultural Training Institute*, through the FY 2024 *General Appropriations Act (GAA)* intends to apply the sum of **Three Million Five Hundred Forty Thousand Seventy-Nine Pesos and 23/100 (Php 3,540,079.23)** being the Approved Budget for the Contract (ABC) to payments under the contract for **Provision of Janitorial Services for ATI Building and Compound for the period of July 1, 2024 to June 30, 2025 (ITB No. ATI-CO-2024-13)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Agricultural Training Institute* now invites bids for the above Procurement Project. Contract duration is required for **one (1) year**. Bidders should have completed, a contract similar to the Project within **five (5) years** from the date of submission and receipt of bids. 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. Prospective Bidders may obtain further information from the *Agricultural Training Institute- Bids and Awards Committee Secretariat* and inspect the Bidding Documents at the address given below from **8:00 am to 5:00 pm**.
5. A complete set of **Bidding Documents** may be acquired by interested Bidders on **April 19, 2024** from the given address and website(s) below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos (Php 5,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person, by facsimile, or through electronic means*.
6. The *Agricultural Training Institute* will hold a **Pre-Bid Conference on April 29, 2024, at 9:00 AM** via google meet <https://tinyurl.com/Pre-bidJanitorial> which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **May 13, 2024 at 8:30 AM**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **May 13, 2024, 9:00 AM** at the **Board Room, ATI Building, Elliptical Road, Diliman, Quezon City**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **Agricultural Training Institute** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. In compliance to the Memorandum of the Department of Agriculture (DA) dated December 18, 2020, the public, especially the prospective suppliers/service providers is hereby informed that DA does not condone any form of solicitation on any prospective winning and losing bidders by any of our staff/employees or any other party. Any sort of this kind shall be reported immediately to the Office of the Secretary or the National Bureau of Investigation (NBI) for entrapment and proper investigation.
12. For further information, please refer to:

ROY SON R. DE LA CRUZ

Head, BAC Secretariat

Agricultural Training Institute

ATI Bldg. Elliptical Road, Diliman, Quezon City

bacsec@ati.da.gov.ph

632-8929-8541 / 0919-0662853

www.ati.da.gov.ph

13. You may visit the following websites:

For downloading of Bidding Documents: <https://ati.da.gov.ph/ati-main/announcements>

April 19, 2024



MILAGROS C. URBANO

BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Agricultural Training Institute* wishes to receive Bids for the *Provision of Janitorial Services for ATI Building and Compound for the period of July 1, 2024 to June 30, 2025*, with identification number *ITB-ATI-CO-2024-13*.

The Procurement Project (referred to herein as “Project”) is composed of 1 lot, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for 2024 amounting to *Three Million Five Hundred Forty Thousand Seventy-Nine Pesos and 23/100 (Php 3,540,079.23)*

2.2. The source of funding is: *FY 2024 General Appropriations Act*

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. 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 Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.

- 5.3. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

- a. Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed twenty percent (20%) of the contracted Goods.
- 7.2. The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
 - 7.3. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
 - 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the 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.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *5 years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:

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

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *120 calendar days*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the

2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

Option 1 – One Project having several items that shall be awarded as one contract.

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. <i>Provision of Janitorial Services</i> b. <i>completed within five (5) years prior to the deadline for the submission and receipt of bids.</i>
7.1	<i>Subcontracting is not allowed</i>
12	The price of the Goods shall be quoted DDP [<i>state place of destination</i>] or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than <i>Seventy Thousand Eight Hundred One Pesos and 58/100 (Php 70,801.58)</i> [2% of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than <i>One Hundred Seventy-Seven Thousand Three Pesos and 96/100 (Php 177,003.96)</i> [5% of ABC] if bid security is in Surety Bond.
19.3	<i>The Project will be awarded as one (1) lot.</i>
20.2	<i>[List here any licenses and permits relevant to the Project and the corresponding law requiring it.]</i>
21.2	<i>Unified Janitorial Plan</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 prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project. In addition to tests in the **SCC**, **Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

- 6.1. 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.
- 6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[indicate name(s)]</i>.</p>
	<p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
2.2	The terms of payment shall be progressive based on actual delivery
4	The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i>

Section VI. Schedule of Requirements

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-	Procurement of Janitorial Services for ATI Building and Compound: <ul style="list-style-type: none"> • ATI Requirement • Philfida requirement • BPO requirement • Philmech/Philrice requirement • NOAP requirement • PRDP requirement Based on the Terms of Reference for Janitorial Services X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-	8 1 1 1 1 1	13	One Year Starting July 1, 2024 to June 30, 2025

Section VII. Technical Specifications

**TERMS AND REFERENCES FOR UNIFIED JANITORIAL SERVICES
FOR ATI INCLUDING ITS TENANTS
FOR ATI BIDDING
CY 2024**

I. INTRODUCTION

The Agricultural Training Institute (ATI) is the capacity builder, knowledge bank, and catalyst of the Philippine agriculture and fisheries extension system. It is one of the bureaus of the Department of Agriculture. It is located at the ATI Compound, Elliptical Road, Diliman, Quezon City.

As a public office, the ATI building premises are frequented by the general public transacting official business on matters pertaining to training, library research, accreditations of Extension Service Providers, and conducting meetings with different stakeholders. It is therefore imperative that its building premises and compound are maintained and should be in clean and in good sanitary condition.

In this regard, ATI invites interested and qualified janitorial services companies to submit bids for its janitorial services requirements in accordance with this Terms of Reference.

II. BIDDING OF THE PROCUREMENT OF JANITORIAL SERVICES

Pursuant to Section 5 (h) of Republic Act (RA) 9184, as reiterated in Section 5 of its Implementing Rules and Regulations (IRR), procurement of general support services, including non-personal or contractual services, such as security and janitorial services, falls under the definition of goods. Thus, for purposes of bidding in the procurement of janitorial services of the ATI, the winning bid shall be determined by the lowest calculated and responsive bid.

In order to achieve proper and efficient procurement of ATI's requirement of janitorial services the Bids and Awards Committee (BAC) shall take into consideration, aside from cost, other factors in determining the winning bid, such as, but not limited to, contracts and feedback with other clients, standards of internal governance, adequacy of resources, levels of training, and adherence to labor and other social legislation.

III. APPROVED BUDGET FOR THE CONTRACT (ABC)

The ABC is at : (For one year only)

THREE MILLION FIVE HUNDRED FORTY THOUSAND SEVENTY-NINE PESOS AND 23/100 ONLY (Php 3,540,079.23).

CONTRACT DURATION: The duration of the contract to bid should not exceed three (3) years. For purposes of this contract shall cover the period of July 01, 2024 to June 30, 2025 - 1 (One Year)

TERMS OF CONTRACT: The contract may be renewed for up to three (3) years, subject to the yearly results of the performance evaluation by the Client in accordance with the GPPB Resolution No. 06-2022 Guidelines on Renewal of Regular and Recurring Services.

NO. OF DAYS AS PROVIDED UNDER DOLE-NCR WAGE ORDER NO. 24 SERIES OF 2023: 310 days, to be provided at eight (8) hours a day, six (6) days a week basis excluding Sundays.

The ATI has the right to request previous janitors included in the previous line-up for special requests.

IV. QUALIFICATION OF THE JANITORIAL SERVICES PROVIDER:

1. Must be a duly licensed and registered services contractor;
2. Must be duly registered with the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) or Cooperative Development Authority (CDA);
3. Must present a client Very Satisfaction Rating from the last three (3) government agencies or private corporations, with whom the contractor has a past or ongoing Contract;
4. Must be based in or around Metro Manila;
5. Must have at least ten (10) years of experience in janitorial services; and
6. The net financial contracting capacity (NFCC) is at least equal to A

V. MANPOWER REQUIREMENTS:

Thirteen (13) Janitors/Janitress: One (1) Lead Janitor/Janitress; Nine (9) Janitors, Two (2) Janitress, One (1) Gardener/in charge of indoor/outdoor plants.

A. Qualifications of the Supervisor

1. Of good moral character and reputation, courteous, alert, and without any criminal or police record;
2. Physically and mentally fit;
3. Between thirty (30) and forty-five (45) years of age;
4. Must possess at least a vocational diploma or unit on Bachelor's/College Degree;
5. At least three (3) years of relevant supervisory experience; and
6. Drug test with proof of certificate from government-accredited hospitals/clinics.

B. Qualification of the Janitors/Janitresses

1. Of good moral character and reputation, courteous, alert, and without any criminal or police record;
2. Physically and mentally fit;
3. Between twenty-one (21) and forty (40) years of age;
4. At least a high school graduate and with at least one (1) year experience as a janitor/janitress.
5. Drug test with proof of certificate from government-accredited hospital/clinics; and
6. One (1) janitor should know how to do topiary in maintaining the landscaping of ATI's front yard.

VI. HOURS OF WORK

1. The service provider shall provide cleanliness and maintenance services to ATI every day for eight (8) hours a day, six (6) days a week, from Monday until Saturday;
2. Each Janitor and the Supervisor shall work eight (8) hours a day. The service provider shall be responsible for preparing the weekly schedule of its employees.

VII. AREAS TO BE SERVICED BY THE PRIVATE JANITORIAL SERVICE PROVIDER

	<i>Office/Division/Area</i>	<i>Frequency</i>
1.	Office of the Director	Daily
2.	Office of the Deputy	Daily
3.	Office of the COA Resident Auditor	Daily
4.	Partnership & Accreditation Division (PAD)	Daily
5.	Career Development Management Division (CDMD)	Daily
6.	Policy & Planning Division (PPD)	Daily
7.	Information Services Division (ISD)	Daily
8.	ISO Team Office	Daily
9.	Office of Undersecretary	Daily
10.	Cashier's Office	Daily
11.	Accounting Office	Daily
12.	Budget Office	Daily
13.	Supply Management Office	Daily
14.	Records Management Office	Daily
15.	Human Resource Management Office	Daily
16.	General Services Office & PABX	Daily
17.	Library	Daily
18.	Lobby/ Hallways, Basement to Third Floor	Daily

19.	Main Comfort Rooms, Basement to Second Floor	Daily
20.	Internal Audit	Daily
21.	Canopy, Gutter, Windows	Once a Month
22.	Segundo C. Serrano Hall	3x a week or as the need arises
23.	Enterprise Laboratory Room	Daily
24.	ATI Board Room	3x a week or as the need arises
25.	LeAD Center for Agriculture & Fisheries	3x a week
26.	Philfida Office	Daily
27.	Biotech Program Office	Daily
28.	NOAP Office	Daily
29.	Liason Office (Philmech/Philrice/Philfida)	Daily
30.	PPRDP	Daily
31.	Surroundings	Daily
32.	Motorpool	Daily

VIII. BUILDING HOUSEKEEPING/ SCOPE OF WORK

A. Duties and Responsibilities of the Supervisor

1. Must submit to the Chief General Services every first Monday of the month, a monthly Manpower Deployment Schedule;
2. Must ensure compliance with the Manpower Deployment schedule;
3. Must submit to the Chief General Services a projected monthly and semi-annual schedule of general cleaning within fifteen (15) days from assumption of duties;
4. Must schedule work assignments, set priorities, and direct the work of subordinate employees in coordination with the Chief General Services;
5. Evaluate and verify employee performance through the review of completed work assignments and work techniques;
6. Ensures that proper labor relations and conditions of employment are maintained;
7. Must ensure the implementation, enforcement, and compliance with the ATI rules and regulations relative to the maintenance of cleanliness and sanitation of office premises;
8. Maintains records, prepares reports, and composes correspondence relative to the work;
9. Must make rounds to check crew coverage in designated work areas;
10. Must conduct inspection and investigations of complaints;
11. Must conduct daily inspection of the premises to ensure clean and safe conditions;
12. Must inspect equipment for cleanliness and repair;

13. Must ensure delivery of supplies needed by its janitors for the month and submit therewith a list/inventory thereof to the Chief General Services every first Monday of the month;
14. Must determine, on a monthly basis, the materials, supplies, and equipment needed; and
15. Must submit every first Monday of the month to the Chief, General Services a report of the supplies consumed during the previous month and an inventory of the remaining supplies to be consumed for the year.

B. DAILY ROUTINE OPERATIONS

1. Sweeping mopping spot scrubbing and polishing of all floors. Areas frequented by the public as the ATI so defines such as but not limited to the main lobby, entrance/exit areas, hallways/corridor, stairways, training rooms, waiting areas, and comfort rooms, shall be serviced continuously to guarantee cleanliness.
2. Cleaning, and sanitizing toilets and restrooms with the use of effective Disinfecting chemicals/cleaning materials on the wash basins, urinals, and Toilet bowls;
3. Dusting and cleaning surfaces of all glass tops, inside windows, pieces of Furniture, and other partitions of the building that require daily attention;
4. Cleaning of trash receptacles in all the rooms/offices;
5. Sweeping of cobwebs on walls and ceilings;
6. Cleaning and polishing of glass partitions, window panels, sills, walls, and other Partitions; and
7. Other services within the building that may be assigned by the ATI Management from time to time within the scope of janitorial services include (a) disposal of trash from the confines of the building to the receptacles Located at the ATI Materials Recovery Facility; and (b) cleaning of overhead (Media Agua) and canopies.

C. WEEKLY/PERIODIC OPERATIONS

1. Washing, stripping of floors, re-waxing and polishing floors;
2. Washing of windows, doors, and screens, window panels, and ledges;
3. Removing of cobwebs and washing of walls;
4. Vacuum cleaning of rugs and carpets; and
5. General cleaning of premises, waxing and polishing of office furniture and fixtures, counters, and others, except items or equipment that require specialized maintenance services.

D. MONTHLY PERIODIC OPERATIONS

1. Thorough and/or general cleaning of all ATI service areas from the basement to the second floor of the ATI Building; and
2. Thorough and/or general sanitizing and disinfecting of commonly used areas within the building.

E. GROUND MAINTENANCE

1. Trimming of grass and shrubs as necessary;
2. Watering of flowering plants, shrubs, and grass as necessary;
3. Bringing out the potted plants as necessary;
4. Sweeping of grounds and parking areas of dust, litter, and other debris;
5. General cleaning and washing of parking areas of accumulated dust and oil stains; and
6. Planting of seedlings for beautification of grounds.

F. SPECIAL SERVICES

1. Informing the General Services of any building defects such as busted bulbs, leaking faucets/cracked wall plaster, unsafe conditions, and/or any unusual activity within the building and its surroundings;
2. Movement of furniture, equipment, supplies, and materials as may be necessary, and only upon the instruction of the Chief, General Services;
3. Collection of garbage in accordance with RA 9003 (Ecological Solid Waste Management Act and City Ordinances);
4. Keep watch and take action to prevent or mitigate damage to the building, and its facilities during emergency situations such as typhoons, floods, earthquakes, power failures, and fire incidents;
5. Report to the Chief, General Services major repairs or maintenance requirements of the building, civil, mechanical; electrical, and plumbing facilities for proper disposition as well as a requirement for pest control;
6. Assist in loading and unloading of cargoes or in the hauling/porting of furniture and things from one office to another when necessary; and
7. Perform other such services usually necessary for maintenance.

IX. SUPPLIES/EQUIPMENT

In carrying out the aforementioned janitorial services, the service provider shall equip its personnel with the following supplies and equipment:

Upon Posting:

The service provider must ensure that its janitors/janitresses shall always be equipped with the following tools (Advance delivery every three (3) months).

<i>Equipment</i>	<i>Quantity</i>
Heavy Duty Floor Polisher 16" or 18" with Accessories	1
Wet and Dry Vacuum cleaner with complete accessories	1
Mop Squeezer with Bucket	9
Aluminum ladder 8 ft	1
Garden Hose 15 meters	1

High-pressure portable water	1
Wheel Barrow	1
Tools	Quantity
Rolling Trash Bin	2
Garden Tools	1 set
Bolo	1
Water Pails (10 liters)	4
Dust Pans (Plastic Standard Size)	5
Push Brush (Standard Size)	2
Glass Squeegee with handle	3
Ceiling Broom (Standard Size)	3
Trash Bins (Small Capacity, Plastic)	20
Mop handle with mop head	10
Soft Broom	10
Stick Broom (walis tingting)	6
Polishing Pad	1
Stripping Pad	1
Spatula (Metal with rubber handle)	2
Hand Gloves (Heavy Duty)	9
Personal Protective Equipment (Disposable)	9

The Service Provider shall provide its janitors **monthly** with the following **consumables** and **supplies**:

Consumables	Quantity
All Purpose Cleaner	5 gallons
Toilet Bowl Cleaner	5 gallons
Air Freshener (Scented)	3 gallons
Muriatic Acid	1 gallon
Glass Cleaner	1 gallon
Deodorant Cake	6 dozens
Power Soap Cleanser	10 kgs.
Round Cloth Rags	3 kgs.
Black Trash Bags	50 pcs.
Scotch Brite	12 pcs.
Steel Wool	6 tubes
Metal Polish	2 canister
Scrubbing Pad-Green 16"	20 pcs.
Insecticide	10 canister
Disinfectant	10 gallons

X. TERMS AND CONDITIONS

A. THE ATI

1. ATI shall have the right to require the janitors/janitress to perform additional duties, which may be necessary in the conduct of their assigned tasks, and to observe certain office rules and regulations within the premises covered by the contract;
2. ATI shall provide a stock room for the janitors to be determined by ATI's authorized representative;
3. In case of any increase in daily wages and/or salaries, as may be authorized by law, adjustment in the compensation herein provided shall be subject to negotiations between parties: and
4. ATI shall have the right to monitor and/or require the Provider to furnish the ATI with copies, of proofs of payments of contributions/premiums due to SSS, PhilHealth, BIR, and PagIBIG of their personnel, as mandated by law.

B. THE JANITORIAL SERVICE PROVIDER (AGENCY)

1. The Agency shall render janitorial and maintenance services to the various offices of the ATI on an eight (8) hours a day, six days a week basis, excluding Sundays and legal holidays;
2. The janitors shall wear the official uniforms supplied by the Agency with proper identification cards or nameplate;
3. The equipment, materials, and supplies to be used in performing the aforementioned services shall be provided by the Agency, except for water and electrical consumption which shall be provided by the ATI;
4. The Agency shall be liable for any loss or damage that may be inflicted upon any of the properties of the ATI during the tour or duty of its personnel, except in cases when such loss or damage is due to force majeure or fortuitous event;
5. The Agency shall hold the ATI free from any action or liability whatsoever arising from any claim by any of or all the personnel supplied by the Agency in performing their services under the Workmen's Compensation Law and all other Philippine Labor Laws, if being agreed upon that due and faithful compliance with the said law shall devolve entirely to the ATI;
6. The Agency or its authorized representative shall convene with the ATI-authorized representative as necessary or preferably once a week and discuss problems that may crop up during the period of work for the duration of the Contract;
7. The Agency should submit a monthly report of accomplishment, including a list of janitorial supplies delivered/used;
8. The Agency shall make available qualified and trained reliever, who shall perform the assigned tasks of absent, incapacitated, or otherwise indisposed personnel to ensure continuous and uninterrupted services for the duration of the contract; and

9. The Agency shall furnish to ATI, copies of proofs of payments of contribution/premiums due to SSS, BIR, PhilHealth and PagIBIG as mandated by Law.

XI. MONITORING & EVALUATION

The Agency, in coordination with ATI's General Services Office, shall monitor the implementation of the provisions of the Contract using the ISO standard form devised for the purpose.

XII. PAYMENT

Payment shall be billed directly to each Agency while PhilMech and PhilRice shall shoulder half every year or the equivalent of six months each.

XIII. OTHER MATTERS

1. Furnishing of Bond- the Services Provider shall furnish ATI with a valid and sufficient Bond in accordance with the rules set forth under the Government Procurement Reform Act (RA 9184) and its implementing rules and regulations;
2. Wage Increase- should there be any wage increase in favor of the assigned personnel subsequent to the execution of the contract pursuant to a law Executive Order, Decree, or Wage Order, the Services Provider is entitled to receive the same. The Service provider, however, must first inform the ATI in writing of the wage increase to allow the latter to undertake the appropriate measures to address the same before its implementation;
3. Extension Clause-Except to the extent as otherwise provided in the contract, and subject to the provisions of RA 9184, the parties shall extend the Contract on a week-to-week basis under the same applicable terms and conditions especially as to scope of services and quality of work, in the event that no new Contract is awarded after the expiration of the present Contract. The extended term shall automatically terminate upon the effectivity of the new contract.
4. Any changes in the venue where the service provider shall perform such as the ATI's transfer of Office from one building or location to another and any increase or decrease in the number of personnel shall be covered by a Supplemental Agreement, which shall form as an integral part of the Contract without the need for amendment, provided that any necessary adjustment shall be made consistent with the terms and conditions stipulated on cost and terms of payment of the Contract.

***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) **in accordance with Section 8.5.2 of the IRR;**

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f) Unified Janitorial Plan
- (g) 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

- (h) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC) **or** A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class “B” Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

