



PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

PROCUREMENT OF GOODS

Procurement of Janitorial and General Services

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Government of the Republic of the Philippines

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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

INVITATION TO BID
Procurement of Janitorial and General Services
(15 janitorial, 7 gardening, and 3 facilities and maintenance personnel)
contingent with the turnover

1. The *John Hay Management Corporation*, through the 2025 *JHMC Corporate Operating Budget* intends to apply the sum of Seven Million Ten Thousand Pesos (PhP7,010,000.00), being the ABC to payments under the contract for *Procurement of Janitorial and General Services (15 janitorial, 7 gardening, and 3 facilities and maintenance personnel) - contingent with the turnover* under PAP Code GDS-028. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *John Hay Management Corporation* now invites bids for the above Procurement Project. Bidders should have completed, within three (3) 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 Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 12009 or the New Government Procurement Act.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from **John Hay Management Corporation** and inspect the Bidding Documents at the address given below from **9:00 AM to 4:30 PM**, Mondays through Fridays.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **04 April 2025 to 30 April 2025, 9:00 AM** from the given address and website(s) www.jhmc.com.ph, and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount as indicated in the above table. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through electronic means.
Interested bidders may personally pay for Bidding Documents at the Cashier, JHMC Office Building, Camp John Hay, Baguio City. They may also pay via electronic fund transfer or direct bank deposit using the following deposit details:

Payee Name	John Hay Management Corporation
Depository Bank	Development Bank of the Philippines
	Session Road, Baguio City Branch
Account Number	0510-004308-031

For payments through electronic fund transfer or direct bank deposit, transfer confirmations or deposit slips must be emailed to bac@jhmc.com.ph. Official receipts will only be issued upon verification with JHMC's depository bank.

Failure to pay and present proof of payment for the bidding documents shall be a ground for disqualification.

6. The John Hay Management Corporation will hold a Pre-Bid Conference on **16 April 2025 at 11:00 A.M.** at the **JHMC Office Building, Level 1, Conference Room, John Hay Special Economic Zone, Camp John Hay, Baguio City, and/or through video conferencing or webcasting via google meet**, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at **the JHMC Office Building, Level 2, BAC Secretariat Office, John Hay Special Economic Zone, Camp John Hay, Baguio City** or online/electronic submission as indicated below on or before **30 April 2025, 9:00 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 **30 April 2025, 11:00 AM** at the **JHMC Office Building, Level 1, Conference Room, John Hay Special Economic Zone, Camp John Hay, Baguio City and/or through video conferencing**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The Pre-bid conference will be conducted in person or face-to-face through video conferencing. Prospective Bidders who opt for video conferencing must inform the BAC Secretariat of their intent through the electronic mail address listed below. The Pre-Bid Conference is open to prospective bidders but attendance shall not be mandatory.

JHMC allows the submission of bids through personal appearance or video conferencing. Bidders may submit their bids using the two (2) separate sealed bid envelopes system or **two (2) password-protected Bidding Documents in compressed archive folders, in case of electronic bid submission**, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements, and the second shall contain the financial component of the bid.
11. The **John Hay Management Corporation** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 64 IRR of RA No. 12009, without thereby incurring any liability to the affected bidder or bidders.

12. For further information, please refer to:

DARWIN C. PEREZ

Head, BAC Secretariat

John Hay Management Corporation

Camp John Hay, Baguio City

Tel. No. 074-422-4360

Email: bac@jhmc.com.ph

13. You may visit the following websites:

For downloading of Bidding Documents: *www.jhmc.com.ph*

For online bid submission, email to: *bac@jhmc.com.ph*

SGD. JANE THERESA G. TABALINGCOS
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **John Hay Management Corporation** wishes to receive Bids for the **Procurement of Janitorial and General Services (15 janitorial, 7 gardening, and 3 facilities and maintenance personnel) - contingent with the turnover.**

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

2. Funding Information

2.1. The GOP through the JHMC Corporate Operating Budget CY 2025 in the amount of **Seven Million Ten Thousand Pesos (PHP 7,010,000.00),**

2.2. The source of funding is: GOCC and GFIs, the Corporate Operating Budget for CY 2025.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 12009 and its 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 Section 71 and 100 of the IRR of RA No. 12009 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. 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;

5.3. Pursuant to Section 52.4.1.3 of the IRR of RA No.12009, 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:

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.

5.4. The Bidders shall comply with the eligibility criteria under Section 52.4 of the IRR of RA No. 12009.

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 Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on **16 April 2025 at 11:00 A.M.** at the **JHMC Office Building, Level 1, Conference Room, John Hay Special Economic Zone, Camp John Hay, Baguio City, and/or through video conferencing or webcasting via google meet** as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed ***within three (3) years*** a contract similar to the Project 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 79.6 of the IRR of RA No. 12009.
- 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 60.2 of the IRR of RA No. 12009.
- 11.5. Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

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 Philippine Pesos.

14.0 BID SECURITY

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until one hundred twenty (120) calendar days from 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 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.

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

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

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 58 of the IRR of RA No. 12009 shall prevail.

17.2. The preliminary examination of bids shall be governed by Section 59 of the IRR of RA No. 12009.

18. Domestic Preference

The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 79 of the IRR of RA No. 12009.

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 Sections 61.3 and 61.8 of the IRR of RA No. 12009.

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 52.4.1.4 of the IRR of RA No. 12009. 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 52.4.1.4 of the IRR of RA No. 12009, 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

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 68.1 of the IRR of RA No. 12009 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> <p style="text-align: center;">Refer to the Scope of Services for the Procurement of Janitorial and General Services.</p>
7.1	Subcontracting is not allowed
12	No further instructions.
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 2% 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 5% if bid security is in Surety Bond.
19.3	Procurement of Janitorial and General Services (15 janitorial, 7 gardening, and 3 facilities and maintenance personnel) - contingent with the turnover with an ABC of Seven Million Ten Thousand Pesos (PhP7,010,000.00).
20.2	JHMC Applicable permits
21.2	Refer to Scope of Schedule of Requirements

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 12009 and its 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 56.5 and 92 of the IRR of RA No. 12009 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 IRR of RA No. 12009.

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 56 of the 2016 revised IRR of RA No. 12009.

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 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 90 of the IRR of RA No. 12009.
- 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

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
1	<p><i>Refer to Schedule of requirements</i></p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	Refer to Schedule of Requirements
4	The inspections and tests that will be conducted on all items stated in Section V1 of the Schedule of Requirements

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.

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

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

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

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

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

Technical Specifications

Item	Specification	Statement of Compliance
	Refer to Scope of Services	<i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i>

SCOPE OF SERVICES AND REQUIREMENTS FOR THE PROCUREMENT OF GENERAL SERVICES²

1. General Objective

John Hay Management Corporation (JHMC) seeks to procure the services of a manpower service contractor to:

I. Provision of Facilities and Maintenance Personnel: Three (3) facilities and maintenance personnel will be provided to perform tasks such as patching, carpentry, painting, and other minor repairs for the road network and pathways within the following areas:

- a. Cottages/structures turned over by CJHDevCo (26 Cottages)
- b. Roads and pathways within the jurisdiction of BCDA/JHMC
- c. Picnic Areas
- d. Parking Areas
- e. Other areas within the jurisdiction of JHMC/BCDA, upon request by management.

Duties and Responsibilities

- a. Conduct repairs and replacement works for cottages turned over by Devco.
- b. Assist in the preventive maintenance of JHMC facilities, including equipment, structures, and grounds.
- c. Assist in the preventive maintenance of facilities, including equipment, structures, and grounds.
- d. Patching and hunching of roads.
- e. Replace dilapidated road or directional signage.
- f. Repaint dilapidated road markings.
- g. Maintain streetlights and parking lots.
- h. Repair pathways, railings, and other related structures.
- i. Perform other related functions as assigned from time to time.

Materials, Tools and Equipment

- a. Gloves: 6 pcs
- b. Googles: 6 sets
- c. Rubber Boots: 3 sets
- d. Reflectorized Vest: 3 pcs
- e. Cover all: 3 units
- f. Supplies and Materials for Painting, Reflectorized Paints.

II. Provision of Janitorial Services: Fifteen (15) personnel will be provided to ensure the cleanliness and sanitation of the following facilities:

1. BCDA Building (former IHG building and Customs Clearance Area)
2. Scout Hill, Forest Cabin, and Forest Estate
3. Voice of America (VOA), including ranger station and guard house

² Please refer to this map, attached as Annex “A’ for the deployment and vicinity of manpower

4. Cemetery 1 and 2
5. Roads and pathways from Gate 1 to Le Monet Hotel
6. Gate 2, Manor Hotel, Forest Lodge, Mile Hi Center, Commander's Cottages, and road leading to Gate 4
7. Cottages 660, 661, 662, 663, and 664
8. Other areas within the jurisdiction of JHMC/BCDA, as requested by management

Duties and Responsibilities

Daily operations

- a. Sweeping, mopping, spot scrubbing, and polishing of all facilities. Common areas will be serviced continuously during regular hours to ensure cleanliness.
- b. Street sweeping.
- c. Hauling of pine needles and bushes.
- d. Cleaning, sanitizing, and disinfecting comfort rooms and pantry.
- e. Dusting and cleaning of all glass tops, doors, window ledges, furniture, and fixtures.
- f. Cleaning of trash receptacles.
- g. Watering of indoor and outdoor plants, as needed.
- h. Collecting and segregating waste materials to be stored or disposed of at designated areas.
- i. Reporting defective or damaged utilities (e.g., leaking faucets, busted bulbs), facilities, and equipment that need repairs.
- j. Assisting in the transfer/rearrangement of tables, chairs, cabinets, and other furniture and fixtures, as needed.
- k. Performing other related functions assigned from time to time.

Weekly Operations

- a. Washing, scrubbing, vacuum cleaning, carpet shampooing, and polishing of all floors.
- b. Thorough cleaning, sanitizing, and disinfecting of all comfort rooms and pantry.
- c. Wiping of interior glass, windows, and doors.
- d. Cleaning of glass doors and wooden partitions.
- e. Dusting of lighting fixtures.
- f. Facilitating the disposal of biodegradable waste to the appropriate composting area.
- g. Cleaning of street signage.

Monthly Operations

- a. Thorough cleaning of all facilities.
- b. Wiping of ceilings and walls.
- c. Cleaning of roofs and gutters.
- d. Cleaning of maintenance and storage rooms.
- e. Maintaining the beauty of the general landscape of all facilities.
- f. Spraying of insecticide.

Materials, Tools and Equipment

- a. Gloves: 15 pcs
- b. Googles: 15 pcs
- c. Rubber Boots: 15 sets
- d. Reflectorized Vest: 15 pcs
- e. Cover all: 15 units
- f. Stick Broom: 15 units
- g. Dust Pan: 15 units
- h. Garden Hose: 3 (40 meter long)
- i. Hose Coupling: 3 (compatible with the garden hose)
- j. Leaf Blower: 6 sets
- k. Grass Cutter: 6 units
- l. Lawn rakes: 10 pcs
- m. Bolo: 10 pcs

III. Provision of Gardening/Fireline Services: Provision of seven (7) personnel to conduct gardening/fireline services at the following locations:

- a. BCDA Building (former IHG building and Customs Clearance Area)
- b. Scout Hill, Forest Cabin, and Forest Estate
- c. Voice of America (VOA), including ranger station and guard house
- d. Cemetery 1 and 2
- e. Roads and pathways from Gate 1 to Le Monet Hotel
- f. Manor Hotel, Forest Lodge, Mile Hi Center, Commander's Cottage, and road leading to Gate 4
- g. Cottages 660, 661, 662, 663, and 664
- h. Other areas within the jurisdiction of JHMC/BCDA, as requested by management

Duties and Responsibilities

- a. Hauling of pine needles and bushes.
- b. Gardening and landscaping.
- c. Grass cutting along the roads.
- d. Grass cutting from the perimeter fence to major roads.
- e. Daily street sweeping.
- f. Watering of outdoor plants.
- g. Maintenance of firelines within the area of responsibility of JHMC/BCDA.
- h. Maintenance of Cemetery 1 and 2.

Materials, Tools and Equipment

- a. Gloves: 7 pairs
- b. Googles: 7 pcs
- c. Rubber Boots: 7 sets
- d. Cover all: 7 units
- e. Garden Hose: 3 (40 meter long)
- f. Hose Coupling: 3 (compatible with the garden hose)
- b. Leaf Blower: 2 sets
- c. Grass Cutter: 2 units
- d. Lawn rakes: 7 pcs
- e. Bolo: 7 pcs

2. Duration of Contract

The Contract shall be for a period of one (1) year subject to the result of annual performance evaluation, exigency of service, availability of funds, and mutual agreement of parties.

Effectivity of the contract shall commence from date of receipt by the winning bidder of the Notice to Proceed (NTP) issued by JHMC.

3. Extension of Contract

The contract shall be automatically extended on a monthly basis without need of executing an Extension Contract in cases when the procuring entity (JHMC) has not completed the procurement activities required due to circumstances beyond its control.

The Contract may be extended until the contract is awarded to a new service provider subject to limitations provided under Government Procurement Policy Board Resolution No. 23-007 entitled “APPROVING AND ADOPTING THE REVISED GUIDELINES ON THE EXTENSION OF CONTRACTS FOR GENERAL SUPPORT SERVICES.

4. Approved Budget

*The yearly budget for the procurement of General Services is **Seven Million and Ten Thousand Pesos (Php 7,010,000.00)**.*

5. Manner of Payment

The Winning Bidder shall bill JHMC twice a month for services actually rendered. Billings shall be submitted reckoned from the last date of each schedule as follows:

- a. Billing for the 1st to 5th day of the month shall be submitted from 16th day of the month until the last day of the month.*
- b. Billing for the 16th to end of the month shall be submitted from 1st to the 15th day of the ensuing month.*

Billings shall be based on the actual number of days worked during the billing period and shall include special and legal holidays with corresponding items of payments.

Payment for overtime or services rendered during special or legal holidays shall only be allowed upon the submission of a duly approved overtime request form and Accomplished Report for the Overtime undertaken as verified by any JHMC personnel authorized for the purpose.

JHMC shall pay the Winning Bidder within fifteen (15) working days from receipt of all the documents required by JHMC for payment, including but not limited to the Statement of Account and other supporting documents that may be required.

6. Responsibility of the Winning Bidder

6.1. The Winning Bidder upon affectivity of the contract shall immediately provide manpower requirements of three (3) facilities and maintenance personnel, fifteen (15) janitorial personnel and seven (7) gardening/fireline personnel

- a. *The personnel deployed shall submit to JHMC an accomplishment report every fifteen (15) days (i.e. every 15th and 30th day of the month) for monitoring and performance evaluation and billing purposes.*
- b. *Personnel shall render eight (8) hours of work daily, six (6) days a week, except on the personnel's designated rest day. The number of working days shall be twenty-six (26) days, however only the actual number of workdays and man-hours spent shall be charged for billing purposes.*
- c. *Other related duties as may be required by JHMC*

6.2 All personnel to be deployed shall be reliable, trained, courteous, cooperative, and have secured their corresponding National Bureau of Investigation (NBI) Clearances. They must wear proper uniforms and identification cards (IDs). Further, they shall be physically fit for the job as evidenced by a medical certificate issued within the month before the commencement of duties and submitted to JHMC.

6.3 JHMC has the right to demand the replacement of personnel found to be unqualified and/or not performing work satisfactorily.

6.4 Relievers and/or replacements shall be made available at all times to ensure continuous and uninterrupted service.

7. Other Conditions

7.1. The Winning Bidder warrants under contract that it is an independent service provider, possesses necessary machinery to perform all the obligations stated herein, and is a duly registered entity to conduct such business.

7.2. The Winning Bidder shall comply with all provisions of the Labor Code. Any finding by JHMC of violation of this provision shall be a ground/s for the termination of the contract.

7.3. The Winning Bidder shall ensure that the daily minimum wage as determined by the Regional Tripartite Wage and Productivity Board (RTWPB) be complied with and adjusted accordingly whenever new wage orders or labor guidelines are issued. Any increases in wages as mandated by RTWB during the duration of the contract shall be funded by JHMC.

7.4. Services rendered beyond eight (8) hours or the required number of hours; and/or authorized works during special and legal holidays shall be compensated in accordance with the existing Labor Code and shall be included in the billing.

7.5. The Winning Bidder shall ensure and guarantee that the salaries of its Service Personnel deployed in JHMC are properly paid on time. The Winning Bidder shall make arrangements with any reputable Philippine commercial bank to provide ATM services to its personnel which payment of the personnel's wages and other benefits could be coursed through.

7.6. The Winning Bidder shall submit every quarter duly certified true copies or proof of payment of all its obligations under the provision of the Social Security Service (SSS) Law, Employees Compensation Act, RA 7875 or the National Health Insurance Act of 1995 (Philippine Health Insurance Corporation), HDMF, and other pertinent statutes presently in force and effect.

7.7. *The Winning Bidder shall secure accident insurance over its employees who will be deployed at JHMC. Proof of the insurance shall be submitted before the commencement of duties.*

7.8. *Nothing herein shall be construed as establishing an employer-employee relationship between JHMC and the Winning Bidder and/or the latter's employees deployed at JHMC. The Winning Bidder shall be directly responsible for its personnel under its employ at all times.*

7.9. *The Winning Bidder shall be bound to answer and/or indemnify JHMC for the cost of any damage to or loss of any JHMC property which is due or sustained through the fault of its personnel. The Winning Bidder's personnel shall submit their belongings for inspection by the security personnel/guards on duty upon entering and/or leaving JHMC premises.*

7.10. *Supplies/materials and equipment provided by the Winning Bidder shall be subjected to inspection prior to use by its personnel in the performance of their designated duties and responsibilities. Replenishment thereof shall be the responsibility of the Winning Bidder.*

7.11. *JHMC upon written notice may pre-terminate the service contract for any violation committed by the Winning Bidder in any of the provisions of the contract.*

7.12. *The JHMC reserved the right to conduct a performance evaluation on the Winning Bidder in a quarterly basis. A rating of unsatisfactory for two (2) quarters shall be a ground for termination of the contract.*

7.13. *JHMC shall not in any case be liable for the obligation of the Winning Bidder to its employees.*

7.14. *Within a maximum period of ten (10) calendar days from the receipt of the Notice of Award (NOA) from JHMC and in no case later than signing of the contract between the Winning Bidder and JMHC, the Winning Bidder shall submit to JHMC a Performance Security in the form prescribed in the Bidding Documents to guarantee faithful performance of the Winning Bidder of its obligations under the contract.*

7.15. *The Performance Security in favor of JHMC shall be in an amount equal to a percentage of the total contract price in accordance with the schedule provided for in Section 39.2 of the RIRR of RA 9184. This will provide guarantee for payment of any unpaid wages, losses and/or damages.*

7.16. *The performance security shall be dominated in Philippines pesos and posted in favor of JHMC, which shall be forfeited in the event it is established that the Winning Bidder was in default in any of its obligations under the contract.*

7.17. *The performance security shall remain valid until issuance by the procuring entity of the final Certificate of Appearance.*

7.18. *The performance security may be released by the JHMC after the issuance of the Certificate of Acceptance, subject to the following conditions;*

- a) JHMC has no claims filed against the Winning Bidder;*
- b) It has no claims for labor and materials filed against the Winner Bidder; and*

c) Other terms of the contract.

7.19. In the case of failure, refusal or inability of the Winning Bidder to post the required performance Security, the Bids and Awards Committee (BAC) may disqualify the Winning Bidder, declare a failure of bidding and conduct a re-bidding, as provided for in Section 40 of the 2016 Revised Implementing Rules and Regulation of R.A. 9184.

Annex "A"

MAP SHOWING THE ROAD NETWORK OF THE JOHN HAY SPECIAL ECONOMIC ZONE



Computation for General Services CY 2025-2026

Personnel	Janitorial Personnel (15)	Gardener/Fireline Maintenance Personnel (7)	Facilities and Maintenance Personnel (3)	
# of Working Days in a Month	26 working days (6 days a week)	26 working days (6 days a week)	26 working days (6 days a week)	
Daily Wage	500.00	500.00	550.00	
COLA				
TOTAL DAILY WAGE				
A Amount Directly to Janitorial Staff				
Average pay per month				
Sub-Total				
B Amount Due to Government per Janitorial Staff per month				
SSS Premium				
Employees Compensation Commission (ECC)				
PhilHealth Contribution				
Pag-IBIG Fund Contribution				
Sub-Total				
C Per annum requirement				
Total per Month (A+B)				
multiply by number of months				
Sub-Total				
D Other Compensation per annum				
13th month pay				
5 days incentive				
12 Legal Holidays				
3 Special Holidays				
Retirement Benefit (R.A. 7641) (daily wage *22.5)				
Sub-Total				
E Salaries and benefits per annum per personnel				
C + D				
multiply by: no. of personnel				
Sub-Total				
F Agency Fee (E * 15%)				
G Supplies and Equipment Value				
Fixed amount per quarter * 4 quarters/year				
Sub-Total				
H TOTAL (E + F + G)				
Add 12% VAT				
TOTAL AMOUNT				
				Total:
TOTAL AMOUNT AS CALCULATED				-

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 59 of the IRR of RA No. 12009.

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 52.4.1.3 and 52.4.2.4 of the IRR of RA 12009, 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.

Other documentary requirements under RA No. 12009 (as applicable)

- ☐ (m) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- ☐ (n) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

- ☐ (a) Original of duly signed and accomplished Financial Bid Form; **and**
- ☐ (b) Original of duly signed and accomplished Price Schedule(s) using the provided form (Bidder's Estimate)

