LIGHT RAIL TRANSIT AUTHORITY

BAGONG PILIPINAS

INVITATION TO BID FOR

One (1) Lot One (1) Year Contract for Janitorial Services for Revenue Line 2 (Antipolo-Recto Station) – 167 Janitors

1) The ***Light Rail Transit Authority (LRTA)***, through the ***Corporate Operating Budget (COB) FY 2026*** intends to apply the sum of ***Seventy Five Million Eight Hundred Seventy Two Thousand Six Hundred Sixty Five Pesos and 99/100 (PhP75,872,665.99)*** being the Approved Budget for the Contract (ABC) to payments under the ***One (1) Lot One (1) Year Contract for Janitorial Services for Revenue Line 2 (Antipolo-Recto Station) – 167 Janitors under PR No. GSD-2604-089 and ITB No. 2604-049-05***. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2) The *Light Rail Transit Authority (LRTA)* now invites bids for *One (1) Lot One (1) Year Contract for Janitorial Services for Revenue Line 2 (Antipolo-Recto Station) – 167 Janitors.* Delivery of the Goods is required *for one (1) year from receipt of Notice of Proceed (NTP)*. Bidders should have completed, at least *ten (10) years* from the date of submission and receipt of bids, contracts 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 competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the IRR of RA No. 12009.

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

4) Interested Bidders may obtain further information from *BAC Secretariat* and inspect the Bidding Documents at the address given below from *Mondays to Thursdays 9:00 AM – 4:00 PM.*

5) A complete set of Bidding Documents may be acquired by interested Bidders on ***19 May 2026*** from the address given below upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of ***Fifty Thousand Pesos (PhP50,000.00)***.

   [Note: For lot procurement, the maximum fee for the Bidding Documents for each lot shall be based on its ABC, in accordance with the Guidelines issued by the GPPB; provided that the total fees for the Bidding Documents of all lots shall not exceed the maximum fee prescribed in the Guidelines for the sum of the ABC of all lots.]

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

6) The *Light Rail Transit Authority (LRTA)* will hold a Pre-Bid Conference on ***26 May 2026*** **at *10:00 AM*** and/or through video conferencing via *Zoom,* which shall be open to prospective Bidders. Link will be provided upon request.

   Prior to Pre-Bid Conference, a one (1) time Site Inspection will be held on ***22 May 2026 (Friday):*** Assembly Time: 9:00am @ Administrative Building Lobby, LRTA Line 2 Depot, Marcos Highway, Santolan, Pasig City. (See Site Inspection Guidelines marked as Annex "E" of Section VI – Specifications).

7) Bids must be duly received by the Bids and Awards Committee (BAC) Secretariat through manual submission at the office address indicated below, on or before ***09 June 2026 at 9:30 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 16.1.

9) Bid opening shall be on ***09 June 2026 at 10:00 AM*** at *Cafeteria, LRTA Line 2- Depot, Santolan, Pasig City* and/or via Zoom Video Conferencing. Bids will be opened in the presence of the Bidders' representatives who choose to attend the activity.

10) The Bid Evaluation and Award Criteria are **Lowest Calculated Bid (LCB) and Lowest Calculated and Responsive Bid (LCRB)**, respectively.

11) The *Light Rail Transit Authority (LRTA)* 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 70[4] of R.A. No. 12009, without incurring any liability to the affected Bidder or Bidders.

12) For further information, please refer to:

   Atty. AYLWINSTON C. PILLOS
   Head, BAC Secretariat
   BAC Secretariat Office
   LRTA Line 2 Depot, Marcos Highway, Santolan, Pasig City
   Cellphone No. 09556578381
   Email Address: bacsec@lrta.gov.ph
   Facsimile No. 647-3484 to 86 loc. 29906/29

13) You may visit the following websites:

   For downloading of Bidding Documents:
   https://www.lrta.gov.ph/
   https://philgeps.gov.ph/

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[4] Reservation Clause

19 May 2026

NICOLAS G. OMBAO
Chairperson, Bids and Awards Committee

PHILIPPINE BIDDING DOCUMENTS

Republic of the Philippines

PROCUREMENT

OF

GOODS

One (1) Lot One (1) Year Contract for Janitorial Services for Revenue Line 2 (Antipolo-Recto Station) – 167 Janitors

Under

PR No. GSD-2604-089 and ITB No. 2604-049-05

Posting Date : 19 May 2026

First Edition
May 2025

Preface

This Philippine Bidding Documents (PBD) for the Government of the Philippines (GoP) for the procurement of Goods through *[Competitive Bidding, Limited Source Bidding, Competitive Dialogue,[1] or Unsolicited Offer with Bid Matching[2]]* have been prepared by the GoP for use by all branches, agencies, departments, bureaus, offices, or instrumentalities of the government, including government-owned and/or -controlled corporations (GOCC), government financial institutions (GFI), state universities and colleges (SUC), and local government units (LGU) and autonomous regional government use in projects that are financed in whole or in part by the GOP or any foreign government/foreign or international financing institution[3] in accordance with the provisions of the Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 12009.

The Bidding Documents shall clearly and adequately define, among others: (a) the objectives, scope, and expected outputs and/or results of the proposed contract; (b) the eligibility requirements of Bidders, such as track record to be determined by the Head of the Procuring Entity (HoPE); (c) the expected contract duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (d) the obligations, duties, and/or functions of the winning Bidder.

In order to simplify the preparation of the Bidding Documents for each procurement, the PBD groups the provisions that are intended to be used unchanged in Section II. Instructions to Bidders (ITB) and in Section IV. General Conditions of Contract (GCC). Data and provisions specific to each procurement and contract should be included in Section III. Bid Data Sheet (BDS); Section V. Special Conditions of Contract (SCC); Section VI. Schedule of Requirements; and Section VII. Technical Specifications. The forms to be used are provided in Section VIII. Philippine Bidding Document Related Forms.

Prudence must be exercised to check the relevance of the provisions of the PBD against the requirements of the specific Goods to be procured. In addition, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents, except for the notes introducing Section VIII. Philippine Bidding Document Related Forms where the information is useful for the Bidder. The following general directions should be observed when using the documents:

a) All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Project.

b) Specific details, such as the “name of the Procuring Entity” and “address for bid submission,” should be furnished in the ITB, BDS, and SCC. The final documents should contain neither blank spaces nor options.

c) This Preface and the footnotes or notes in italics included in the Invitation to Bid, BDS, SCC, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow. The Bidding Documents should not contain footnotes except Section VIII. Philippine Bidding Document Related Forms since these provide important guidance to Bidders.

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[1] For Second Stage of Competitive Dialogue under Section 29.4.2 of IRR of RA No. 12009.

[2] For Comparative or Competitive Bidding for Unsolicited Offer under Section 30.7 of IRR of RA No. 12009.

[3] Unless the Treaty or International or Executive Agreement expressly provides use of foreign government/foreign or international financing institution procurement guidelines.

d) The cover page should be modified as required to identify the Bidding Documents and date of issue.

e) The Project title page should be modified as required to identify the Project title and number, name and address of the Procuring Entity.

f) If modifications must be made to the bidding requirements, they can be presented in the BDS. Modifications for specific Project or Contract details should be provided in the SCC as amendments to the Conditions of Contract. For easy reference and completion, clauses from the PBD and SCC shall appear in bold type face on Section II. Instructions to Bidders and Section IV. General Conditions of Contract, respectively.

LIGHT RAIL TRANSIT AUTHORITY

BAGONG PILIPINAS

LIGHT RAIL TRANSIT AUTHORITY

LRTA Line 2 Depot, Marcos Highway, Santolan, Pasig City

PROCUREMENT OF GOODS

One (1) Lot One (1) Year Contract for Janitorial Services for Revenue Line 2 (Antipolo-Recto Station) – 167 Janitors

Under

PR No. GSD-2604-089 and ITB No. 2604-049-05

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

BDS – Bid Data Sheet.

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA - Cooperative Development Authority.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

COS – Contract of Service.

CPI – Consumer Price Index.

DDP – Delivered Duty Paid.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

GCC - General Conditions of Contract.

GFI – Government Financial Institution.

GOCC – Government-Owned and/or –Controlled Corporation.

GoP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

HoPE – Head of Procuring Entity.

INCOTERMS – International Commercial Terms.

IRR – Implementing Rules and Regulations.

ITB – Instructions to Bidders.

JO – Job Order.

LCB- Lowest Calculated Bid.

LCRB – Lowest Calculated Responsive Bid.

LGU – Local Government Unit

LoC – Letter of Credit.

MAB – Most Advantageous Bid.

MARB – Most Advantageous Responsive Bid.

MEARB – Most Economically Advantageous Responsive Bid.

MYCA – Multi-Year Contracting Authority.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

PSA – Philippine Statistics Authority.

RA No. – Republic Act Number.

SARB – Single Advantageous Responsive Bid.

SCC - Special Conditions of Contract.

SCRB – Single Calculated Responsive Bid.

SEARB – Single Economically Advantageous Responsive Bid.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Definition of Terms

Bid – a signed offer, proposal, or quotation submitted by a supplier, manufacturer, distributor, contractor, consultant, or service provider in response to the requirements of the Procuring Entity as stated in the Bidding Documents. (IRR, Section 5[c]).

Bidder – a supplier, manufacturer, distributor, contractor, consultant, and service provider, whether public or private, who submits a Bid in response to the requirements of the Procuring Entity as stated in the Bidding Documents. (IRR, Section 5[d]).

Bidding Documents – the documents issued by the Procuring Entity as the basis for Bids, furnishing all information necessary to prospective Bidder to prepare a Bid for the Goods, Infrastructure Projects, and Consulting Services required by the Procuring Entity. (IRR, Section 5[e]).

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.

Contract Price - the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

Effective Date of the Contract – the date indicated in the contract. However, the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed.

Foreign-funded Procurement or Foreign-Assisted Project – refers to the acquisition of Goods, Consulting Services, and the contracting for Infrastructure Projects by the Government of the Philippines which are wholly or partly funded by foreign loans or grants pursuant to a Treaty or International or Executive Agreement.

Framework Agreement – is a procurement strategy which shall be in the nature of an option contract between the Procuring Entity and the Bidder that stipulates the terms and conditions to be applied in subsequent contracts for the procurement of Goods, Infrastructure Projects, and Consulting Services with a single or multiple contractor, manufacturer, supplier, distributor, consultant, and service provider to expand the pool of prospective Bidders, take advantage of economies of scale, minimize the administrative burden of conducting separate procurement activities, and generate time and money savings. (IRR, Section 16.2).

Goods – refer to (i) all items, supplies, and materials, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity; or (ii) general support services which pertain to all types of services except Consulting Services and Infrastructure Projects, such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services. Personnel Services or individual COS or JO engagements do not fall under this definition; (IRR, Section 5[n])

MARB – refers to the award criteria in the procurement of Goods where the considerations for the award of contract are the eligibility of the bidder, the responsiveness of its bid to the technical requirements, and the most advantageous bid in reference to the highest rated offer based on the quality component of the bid.

MEARB – refers to the award criteria in the procurement of Goods where the considerations for the award of contract are the eligibility of the bidder, and the responsiveness of its bid to the technical requirements, and the determination of the most economically advantageous bid in reference to the quality-price ratio allocated to the technical and financial components of the bid.

Online submission – pertains to the submission of the bid for Goods and the bid envelopes containing the technical and financial components of the bid through electronic means or through the electronic bidding facility of the PhilGEPS.

Project – refers to a specific or identified procurement covering Goods, Infrastructure Projects 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.

Services - means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.

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 its Bid. Supplier as used in these Bidding Documents may likewise refer to a manufacturer, distributor, contractor, or consultant, or service provider.

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

Section I. Invitation to Bid

LIGHT RAIL TRANSIT AUTHORITY

BAGONG PILIPINAS

INVITATION TO BID FOR

One (1) Lot One (1) Year Contract for Janitorial Services for Revenue Line 2 (Antipolo-Recto Station) – 167 Janitors

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12) For further information, please refer to:

    Atty. AYLWINSTON C. PILLOS
    Head, BAC Secretariat
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    LRTA Line 2 Depot, Marcos Highway, Santolan, Pasig City
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    For downloading of Bidding Documents:
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[4] Reservation Clause

19 May 2026

NICOLAS G. OMBAO
Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

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A. General

1) Scope of Bid

1.1 The Procuring Entity, named in the **BDS** invites bids for the Project with Identification Number which shall be specified in the **BDS.**

1.2 The Project is composed of number of lots or items as provided in the **BDS**, the details of which are described in Section VII. Technical Specifications.

2) Source of Funds

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

3) Corrupt, Fraudulent, Collusive, and Coercive Practices

3.1 Unless otherwise specified in the **BDS**, the Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the Procuring Entity:

a) defines, for purposes of this provision, the following terms under existing laws, rules, and regulations:

i) "corrupt practice" means an act by which officials in the public or private sectors improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA No. 3019.

ii) "fraudulent practice" means a misrepresentation of facts for purposes of influencing a procurement process or the execution of a contract to the detriment of the Procuring Entity, which includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.

iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.

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

v) “obstructive practice” is

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

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

b) Undertakes to reject a proposal for award upon *prima facie* determination that the Bidder recommended for award has engaged in any of the prohibited practices mentioned in this Clause for purposes of competing for the contract.

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

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

4) Conflict of Interest

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

a) A Bidder has controlling shareholders or beneficial owners in common with another Bidder;

b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;

c) A Bidder has the same legally authorized representative as that of another Bidder for purposes of this bid;

d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process; This may include a firm or an organization that lends, or temporarily seconds, its personnel to firms or organizations that are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project;

e) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid.

f) A Bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

4.2 All Bidding Documents shall be accompanied by an omnibus sworn statement of the Bidder that it is not related, by consanguinity or affinity up to the third level, to the HoPE, Procurement Agent (if engaged), the head of the Project Management Office (PMO), the End-User or Implementing Unit or any members of the Bids and Awards Committee (BAC), Technical Working Group (TWG), and BAC Secretariat.

4.3 The Bidder shall also disclose the ultimate beneficial ownership of an entity. Failure to comply shall be a ground for the automatic disqualification of the bid in consonance with Section 59 of the IRR. For this reason, relation to the aforementioned persons within the third civil degree of consanguinity or affinity shall automatically disqualify the Bidder from participating in the procurement of contracts of the Procuring Entity notwithstanding the act of such persons inhibiting themselves from the procurement process. This Clause shall apply to the following persons and affiliates:

a) In the case of individuals or sole proprietorships, to the Bidders and their spouses;

b) In the case of partnerships, to the partnership itself and its partners;

c) In the case of cooperatives, to the cooperative itself and members of the board of directors, general manager or chief executive officer;

d) A partnership, joint venture or consortium which is blacklisted or which has blacklisted member/s or partner/s, as well as a person or entity who is a member of a blacklisted joint venture or consortium, are, likewise not allowed to participate in any government procurement during the period of suspension or blacklisting; and

e) In the case of corporations, a single stockholder, together with their relatives up to the third civil degree of consanguinity or affinity, and their assignees, holding at least twenty percent (20%) of the shares therein, its chairperson and president, shall be blacklisted after they have been

determined to hold the same controlling interest in a previously blacklisted corporation or in two corporations that have been blacklisted; the corporations of which they are part of shall also be blacklisted.

5) Eligible Bidders

5.1 Only Bids found to be legally, technically, and financially eligible will be evaluated. For procurement of Goods, the following persons shall be eligible to participate in this bidding:

a) Duly-licensed Filipino citizens or sole proprietorships;

b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;

c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;

d) Cooperatives duly organized under the laws of the Philippines; and

e) Persons or entities forming themselves into a Joint Venture (JV), i.e., a group of two (2) or more persons or entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the JV concerned shall be at least sixty percent (60%). For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their Joint Venture Agreement (JVA); Provided, further, that the primary purpose of each member of the JV must be similar to or related with the requirements of the project to be bid out.

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

a) When provided for under any treaty or international or executive agreement as provided in Section 4 of the IRR;

b) When the foreign supplier is a citizen, corporation, or association of a country, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;

c) When the Goods sought to be procured are not available from local suppliers; or

d) When there is a need to prevent situations that defeat competition or restrain trade.

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

5.4 The Bidder must have completed, within a period of fifteen (15) years from the submission of the bid, unless a shorter period is indicated in the Invitation to

Bid and **BDS**, a Single Largest Completed Contract (SLCC) that is similar to the procurement project to be bid, and whose value must be equivalent to at least fifty percent (50%) of the ABC, adjusted to current prices using the Philippine Statistics Authority (PSA) consumer price indices.

5.5 If the Procuring Entity determines that it is necessary to adopt a different SLCC requirement to ensure broader Bidder participation while establishing their technical capacity, it may allow Bidders to present a combination of contracts completed within the same period, provided their total value is at least fifty percent (50%) of the ABC, thus:

a) The Bidder should have completed at least one (1) similar contract amounting to at least 25% of the ABC; and

b) The Bidder should have completed other contracts, whether similar or not, with an aggregate amount of at least 25% of the ABC.

For this purpose, the Procuring Entity may clarify in the **BDS** the definition or description of what it considers to be a similar project, which must be germane to the kind, class, or genus of goods or services to be procured, guided by the principle of proportionality and fit-for-purpose approach.

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

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

The values of the domestic Bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements (AFS) submitted to the BIR not earlier than two (2) years prior to date of bid submission.

For purposes of computing the foreign Bidders' NFCC, the value of the current assets and current liabilities shall be based on their latest AFS prepared in accordance with International Financial Reporting Standards.

If the Bidder opts to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC to be bid. Provided that, if issued by a foreign bank, it shall be confirmed or authenticated by a local bank.

6) Bidder's Responsibilities

6.1 The Bidder or its duly authorized representative shall submit an omnibus sworn statement, in the form prescribed in Section VIII. Philippine Bidding Document Related Forms, as required in ITB Clause 12.1(viii).

6.2 Before submitting their bids, the Bidder is deemed to be knowledgeable with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.

6.3 The Bidder undertook the following responsibilities:

a) Took steps to carefully examine and ensure full understanding and comprehension of the Bidding Documents, its requirements, clauses, and provisions;

b) Acknowledged all conditions, local, or otherwise, affecting the implementation of the contract;

c) Made an estimate of the facilities available and needed for the contract to be bid, if any;

d) Complied with the responsibility to inquire, or secure the Supplemental Bid Bulletin(s) as provided under ITB Clause 10.4;

e) Ensured that it is not "blacklisted" or barred from bidding by the Government of the Philippines (GoP) or any of its agencies, offices, corporations, or LGUs, including foreign government, or foreign or international financing institutions whose blacklisting rules have been recognized by the GPPB; by itself or by reason of its relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity;

f) Ensured that each of the documents submitted in satisfaction with the bidding requirements is an authentic copy of the original, complete, and that all statements and information provided therein are true and correct;

g) Authorized the HoPE or its duly authorized representative/s to verify all the documents submitted;

h) Ensured that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute, and perform any and all acts necessary to participate, submit the bid, to sign, and execute the ensuing contract, accompanied by the duly-notarized Special Power of Attorney, Board, or Partnership Resolution, or Secretary's Certificate, whichever is applicable;

i) Complied with the disclosure provision under Section 81 and 82 of RA No. 12009 and its IRR, in relation to other provisions of RA 3019;

j) Complied with existing labor laws and standards, in the case of procurement of services. Moreover, the Bidder undertakes to:

   i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or Collective Bargaining Agreement (CBA); or arbitration award, if and when applicable.

      In case there is a finding by the Procuring Entity or the Department of Labor and Employment (DOLE) of underpayment or non-payment of workers' wages and wage-related benefits, the Bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of RA No. 12009, without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations.

ii) Comply with Occupational Safety and Health Standards (OSHS) and correct deficiencies, if any.

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

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

k) Ensured that it did not give or pay, directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel, or representative of the government in relation to any procurement project or activity.

l) Examined all instructions, forms, terms, and specifications in the Bidding Documents.

m) Determined and complied with all matters pertaining to the contract to be bid, including but not limited to: (i) the location and the nature of this Project; (ii) climatic conditions; (iii) transportation facilities; and (iv) other factors that may affect the cost, duration, and execution or implementation of this Project.

n) Ensured that all information in the Bidding Documents, including bid or supplemental bid bulletin/s issued, are correct and consistent. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible Bidder out of the data furnished by the Procuring Entity.

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

6.4 Further, the Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Entity shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

In case of failure of bidding, the Bidding Documents fee may be applied in the re-bidding for the same Project.

6.5 Furthermore, the Bidder should be aware that the Procuring Entity will accept bids only from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

7) Origin of Goods

Unless otherwise indicated in the **BDS**, there is no restriction on the origin of Goods other than those prohibited by a decision of the United Nations (UN) Security Council taken under Chapter VII of the Charter of the UN.

8) Subcontracts

8.1 Unless otherwise specified in the **BDS**, the Bidder may subcontract portions of the Goods to an extent as may be approved by the HoPE and as stated in the **BDS**. However, the subcontracted portion shall not exceed twenty percent (20%), or a different percentage of the ABC, on a per project basis, as approved by the GPPB.

8.2 Subcontracting of any portion of this Project shall not relieve the Bidder from any liability or obligation that may arise from the contract.

8.3 Subcontractors must meet the eligibility criteria and submit the same eligibility documents as the general contractor. Failure of a subcontractor to meet the eligibility criteria does not affect the eligibility of the general contractor for the Project. In such case, the portion intended to be subcontracted to the ineligible subcontractor shall be assumed by the general contractor.

8.4 Subcontracting arrangement, if allowed, including the time of submission of the eligibility documents of the subcontractor, shall be disclosed in the **BDS.**

B. Contents of Bidding Documents

9) Pre-Bid Conference

9.1 If so specified in the **BDS**, a pre-bid conference shall be held either at the Procuring Entity's physical address and/or online through videoconferencing, webcasting, or similar technology, or a combination thereof, on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.

9.2 The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids, but not earlier than seven (7) calendar days from the posting of the invitation to bid and other bidding documents in the PhilGEPS.

9.3 Bidders are highly encouraged to attend the pre-bid conference to fully understand the Procuring Entity's requirements. While non-attendance of the Bidder will in no way prejudice its bid. The Bidder is deemed to know any changes and/or amendments to the Bidding Documents, as may be provided in the Supplemental Bid Bulletin.

The proceedings of the pre-bid conference shall be recorded, and the corresponding minutes shall be prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective Bidders not later than five (5) days upon written request.

9.4 Decisions of the BAC amending any provision of the Bidding Documents shall be issued in writing through a Supplemental Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

10) Clarification and Amendment of Bidding Documents

10.1 Prospective Bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such request must be in writing and submitted to the BAC of the Procuring Entity at the address or electronic mail indicated in the **BDS** or through the electronic bidding facility of PhilGEPS, as may be applicable, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10.2 The BAC shall respond to the said request by issuing a Supplemental Bid Bulletin duly signed by the BAC Chairperson. It shall be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of Bids.

10.3 Supplemental Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as an amendment.

10.4 Any Supplemental Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS, in any conspicuous place in the premises of the Procuring Entity, and on the website or social media platforms of the Procuring Entity, if available, or such other channels as may be authorized by the GPPB. It shall be the responsibility of all prospective Bidders, including those who have properly secured the Bidding Documents, to inquire and secure Supplemental Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental Bid Bulletin must be accordingly informed by the BAC and be allowed to modify or withdraw their bids prior to the deadline for the submission and receipt of bids in accordance with ITB Clause 21.

C. Preparation of Bids

11) Language of Bids

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign Bidder's country. The Bidder shall cause the authentication of the translated documents and shall be authenticated by the appropriate Philippine foreign service establishment or post or the equivalent office having jurisdiction over the foreign Bidder's affairs in the Philippines. The English translation shall govern, for purposes of interpretation of the bid.

However, for Contracting Parties to the Apostille Convention, the documents shall be authenticated through an apostille by the Competent Authority, as defined in Section 20.9.2 of [the] IRR, except for countries identified by the DFA that will still require legalization (red ribbon) by the relevant Embassy or Consulate.

12) Documents Comprising the Bid: Technical and Financial Components

12.1 The first bid envelope shall contain the following technical documents, including the eligibility documents:

i) PhilGEPS Certificate of Registration (Platinum Membership);

ii) Statement of SLCC;

iii) NFCC Computation or committed Line of Credit (LoC);

iv) Statement of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid;

v) *[if applicable]* JVA) or in the absence of a JVA, duly notarized statements from all potential JV partners stating that they will enter into and abide by the provisions of the JVA in the event that the bid is successful;

vi) Bid Security in the prescribed form and amount in accordance with ITB Clause 16, and validity period under ITB Clause 15;

vii) Technical Specifications, which may include production or delivery schedule, manpower requirements, or after-sales service or parts, if applicable;

viii) Omnibus Sworn Statement; and

ix) For foreign Bidders claiming eligibility by reason of their country's extension of reciprocal rights to Filipinos, a certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item or product.

12.2 The second bid envelope shall contain the following financial documents:

a) Bid Form which includes the Bid price;

b) Price Schedules in accordance with ITB Clause 13.1; and

c) *[if applicable]* Certificate of Domestic Preference, in accordance with ITB Clause 25.

12.3 Whenever necessary, modifications may be made to the foregoing components specifically for major and specialized procurement to suit the particular needs of the Procuring Entity, subject to the approval of the GPPB.

12.4 All bids that exceed the ABC shall not be accepted. Unless otherwise indicated in the **BDS**, for foreign-funded procurement, the ABC shall be applied as the ceiling to bid prices provided the following conditions are met:

a) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the Procuring Entity, payment could be made upon the submission of bids.

b) The Procuring Entity has procedures in place to ensure that the ABC is based on recent estimates made by the responsible unit of the Procuring Entity and that the estimates reflect the quality, supervision and risk, and

inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.

c) The Procuring Entity has trained cost estimators in estimating prices and analyzing bid variances.

d) The Procuring Entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.

e) The Procuring Entity has established a monitoring and evaluation system for contract implementation to provide feedback on actual total costs of goods and works.

However, the GoP and the foreign government, or foreign or international financing institutions may agree to waive the foregoing conditions.

13) Bid Prices

13.1 The Bidder shall accomplish the Price Schedule Form as prescribed by the Procuring Entity, which may include the following details:

a) For Goods offered from within the Philippines:

i) The price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable);

ii) The cost of all customs duties and sales and other taxes already paid or payable;

iii) The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and

iv) The price of other (incidental) services, if any, listed in the **BDS**.

b) For Goods offered from abroad:

i) Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted Delivery 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, listed in the **BDS**.

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

13.2 The Bidder shall accomplish the appropriate Price Schedule included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project. The Bidder shall fill in rates and prices for all items of the Goods described in the Price Schedule, which shall be presented and computed using up to two (2) decimal places, unless otherwise indicated in the **BDS.**

13.3 If the Instructions to Bidders specifically allow partial bids, bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, the Price Schedule, shall be considered non-responsive and shall be automatically disqualified. However, when no price or a zero (0) or a dash (-) is indicated in a required item in the bid form, the same shall be construed that it is being offered for free to the Government, except those required by law or regulations to be provided for.

The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.

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

14) Bid Currencies

14.1 Prices shall be quoted in the following currencies:

a) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Peso.

b) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the local or tradeable currency/ies accepted by the *Bangko Sentral ng Pilipinas* (BSP), as stated in the **BDS**. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate published in the BSP Daily Reference Exchange Rate Bulletin on the day of the bid opening.[5]

14.2 If so allowed in accordance with ITB Clause 14.1, the Procuring Entity, for purposes of bid evaluation and comparing the bid prices, will convert the amounts in various currencies in which the bid price is expressed to Philippine Peso at the foregoing exchange rates.

14.3 Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Peso.

15) Bid Validity

15.1 Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.

15.2 Should it become necessary to extend the validity of the bids and the bid securities beyond one hundred twenty (120) calendar days, the Procuring Entity concerned shall request in writing all those who submitted bids for such

[5] RA No. 8183, Act to assure uniform value of Philippine coin and currency

extension before the expiration date therefor. Bidders, however, shall have the right to refuse to grant such extension without forfeiting their Bid Security.

16) Bid Security

16.1 The Bidder shall at its option, submit a Bid Security in the form and amount as stated in the **BDS**, which may include the following:

Form of Bid Security	Amount of Bid Security (Not less than the required percentage of the ABC)
a) Cash or cashier's or manager's check issued by a bank. *For biddings conducted by LGUs, the Cashier's or Manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.*	Two Percent (2%)
b) Bank draft/guarantee or irrevocable LoC issued by a bank: Provided, however, that it shall be confirmed or authenticated by a local bank, if issued by a foreign bank. *For biddings conducted by LGUs, Bank Draft/Guarantee, or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.*	Five Percent (5%)
c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five Percent (5%)
d) Bid Securing Declaration	Not Applicable

The Bid Security shall be denominated in Philippine Peso and posted in favor of the Procuring Entity.

16.2 The Bid Security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable Bid Security shall be considered as non-responsive and rejected by the Procuring Entity.

16.3 In no case shall the Bid Security be returned later than the expiration of the bid validity period indicated in the **BDS**, unless it has been extended. In case the

Bidder is required to extend its bid validity, the Bidder may, at its discretion, substitute a Bid Securing Declaration for the extended period as a replacement of its Bid Security; Provided, that the option to substitute is indicated in the **BDS**.

16.4 Upon signing and execution of the contract pursuant to ITB Clause 30, and the posting of the performance security pursuant to ITB Clause 31, the Bid Security of the successful Bidder will be discharged, but in no case later than its validity period as indicated in the ITB Clause 16.2.

16.5 The Bid Security may be forfeited based on any of the following grounds, as provided under Rule VIII, X, XI, and XXI of the IRR.

a) if a Bidder:

i) Withdraws its bid during the period of bid validity specified in ITB Clause 15;

ii) Does not accept the correction of errors pursuant to ITB Clause 26.5(b) (arithmetical error);

iii) Has a finding against the veracity of any of the documents submitted as stated in ITB Clause 27.2;

iv) Submits eligibility requirements containing false information or falsified documents;

v) Submits bids that contain false information or falsified documents, or the concealment of such information in the bids to influence the outcome of eligibility screening or any other stage of the public bidding;

vi) Allows the use of one's name, or uses the name of another for purposes of public bidding;

vii) Refuses to accept an award or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated Responsive Bid (LCRB), Most Economically Advantageous Responsive Bid (MEARB), or Most Advantageous Responsive Bid (MARB);

viii) Refuses or fails to post the required performance security within the prescribed time;

ix) Refuses to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;

x) Has any documented attempt by a Bidder to unduly influence the outcome of the bidding in its favor; or

xi) Commits other acts that tend to defeat the purpose of the competitive bidding, Competitive Dialogue, Unsolicited Offer with Bid Matching and Limited Source Bidding, such as but not limited to habitually withdrawing from bidding, submitting late Bids or

patently insufficient bid, for at least three (3) times within a year, except for valid reasons.

b) If a winning Bidder:

i) Fails to sign the contract in accordance with ITB Clause 30;

ii) Fails to furnish performance security in accordance with ITB Clause 31; or

iii) Fails to enter into joint venture after the bid is declared successful, in the case of potential JV partners.

17) Format and Signing of Bids

17.1 Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII. Philippine Bidding Document Related Forms on or before the deadline specified in ITB Clause 19 in two (2) separate sealed bid envelopes which shall be submitted simultaneously, whether through manual or online submission. The first shall contain the technical component of the bid, including the eligibility requirements under ITB Clause 12, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.

17.2 Forms as mentioned in ITB Clause 17.1 must be completed without any alterations to their format. No substitute form shall be accepted.

17.3 Each and every page of the Bid Form, including the Price Schedule, under Section VIII hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.

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

18) Sealing and Marking of Bids

18.1 Bidders shall enclose their technical documents described in ITB Clause 12 in one sealed envelope marked “TECHNICAL COMPONENT”, and the financial component in another sealed envelope marked “FINANCIAL COMPONENT”, sealing them all in an outer envelope marked “BID”.

18.2 The Bid as indicated in the Bidding Documents shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.

18.3 All envelopes shall:

a) contain the name of the contract to be bid in capital letters;

b) bear the name and address of the Bidder in capital letters;

c) be addressed to the Procuring Entity’s BAC in accordance with ITB Clause 1.1;

d) bear the specific identification of this bidding process indicated in the ITB Clause 1.1; and

e) bear a warning "DO NOT OPEN BEFORE…" the date and time for the opening of bids, in accordance with ITB Clause 19.

18.4 For manually submitted bid envelopes that are not properly sealed and marked, as required in the Bidding Documents, the same shall be accepted; Provided, That the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. On the other hand, unsealed or unmarked bid envelopes, or bids that cannot be opened or corrupted in case of online submission, shall be rejected.

The BAC shall assume no responsibility for misplaced or lost contents of the improperly sealed or marked bid, or for its premature opening.

D. Submission and Opening of Bids

19) Deadline for Submission of Bids

Bids must be received by the Procuring Entity's BAC at the address indicated in the Invitation to bid**,** or through the e-bidding facility of the PhilGEPS on or before the date and time indicated in the **BDS.**

20) Late Bids

Bids, including the eligibility requirements, submitted after the deadline shall be rejected by the BAC. The BAC shall record in the Minutes of the Meeting the submission and opening of bids, the Bidder's name, its representative, and the time the late bid was submitted.

21) Modification and Withdrawal of Bids

21.1 Bidders may modify their bids before the deadline for the submission and receipt of bids.

a) For manual submission and receipt of bids, the Bidders shall not be allowed to retrieve their original bid but shall only be allowed to submit the bid modification by sending another bid, equally sealed, properly identified, linked to their original bid, marked as a "modification," thereof, and stamped "received" by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.

b) For online submission of bids, the Bidders shall not be allowed to retrieve their original Bid, but shall only be allowed to submit the bid modification, send another Bid equally secured, properly identified labelled as a "modification" of the one previously submitted. The time indicated in the latest bid receipt page generated shall be the official time of submission. Bids modification submitted after the applicable deadline shall not be accepted.

21.2 Bidders may withdraw their bids in writing before the deadline for submission and receipt of bids. Withdrawal of bids after the applicable deadline shall be subject to appropriate sanctions as prescribed in the IRR.

Bidders may also express their intention not to participate in the bidding in writing, which should be received by the BAC before the deadline for submission and receipt of bids. Bidders that withdraw their bids shall no longer be allowed to submit another bid for the same contract, directly or indirectly.

21.3 No bid may be modified after the deadline for submission and receipt of bids. Further, no bid may be withdrawn in the interval between the deadline for submission and receipt of bids, and the expiration of bid validity specified by the Bidder in the Financial Bid Form. Withdrawal of bid during this interval shall result in the forfeiture of the Bidder's Bid Security pursuant to ITB Clause 16.5, and the imposition of administrative sanctions as prescribed by RA No. 12009, and without prejudice to the imposition of civil and criminal sanctions as provided under applicable laws.

21.4 Alternative Bids shall be rejected. For this purpose, Alternative Bid shall pertain to an offer made by a Bidder in addition or as a substitute to its original bid, which may be included as part of its original bid or submitted separately. A bid with options shall likewise be considered an Alternative Bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.

21.5 Each Bidder shall submit only one Bid, either individually or as a partner in a JV. Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid) will cause all the proposals with the Bidder's participation to be disqualified. This shall be without prejudice to any applicable criminal, civil, and administrative penalties that may be imposed upon the persons and entities concerned.

22) Opening and Preliminary Examination of Bids

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

22.2 The manner of opening of the bids for Goods shall depend on the award criterion to be adopted as follows:

a) For LCRB and MEARB, the BAC shall open the technical and financial proposals on the same day; and

b) For MARB, only the technical proposals shall be opened on the same day while the financial proposals shall remain unopened and shall be kept securely by the BAC until the specified time of their opening as indicated in the **BDS.** Only the financial proposals of the Bidders who have met the highest technical score for Most Advantageous Bid (MAB) shall be opened.

22.3 The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price

(per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.

22.4 The Bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids, as read, and the minutes of the bid opening shall be made available to the public, upon written request and payment of a specified fee to recover the cost of materials.

22.5 To ensure transparency and accurate representation of the bid submission, the BAC Secretariat, shall notify in writing all Bidders whose bids it has received through its PhilGEPS-registered physical address or official e-mail address. The said notice shall be issued within seven (7) calendar days from the date of the bid opening.

E. Evaluation and Comparison of Bids

23) Process to be Confidential

23.1 Members of the BAC, its staff and personnel, Secretariat, and TWG, as well as Observers, are prohibited from making or accepting any communication with any Bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in ITB Clause 24.

23.2 Any effort by a Bidder to influence the Procuring Entity in its decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the bid.

24) Clarification of Bids

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

25) Domestic Preference

25.1 The Procuring Entity shall give priority and preference to Philippine products and services. The preference and priority for Philippine products shall be guaranteed at all levels of the procurement process, including raw materials, ingredients, supplies, or fixtures.

25.2 For a period of ten (10) years from the effectivity of RA No. 11981 or the "*Tatak Pinoy* (Proudly Filipino) Act," and for Philippine products and services in sectors and economic activities covered by the prevailing Tatak Pinoy Strategy, the Procuring Entity is mandated to award the contract to the domestic Bidder for Philippine products and services in sectors and economic activities covered by the prevailing *Tatak Pinoy* Strategy (TPS).

Domestic Bidder, for purposes of this provision, refers to any person or entity offering unmanufactured articles, materials, or supplies grown or produced in the Philippines, or manufactured articles, materials, or supplies manufactured or to be manufactured in the Philippines substantially from articles, materials,

or supplies that are or will be produced or manufactured in the Philippines, as the case may be.

25.3 After the said ten-year period, the domestic preference shall be subject to a margin of preference to be determined by the *Tatak Pinoy* Council which shall not be lower than fifteen percent (15%).

25.4 For products and services governed by the TPS, the domestic preference in procurement shall be in accordance with the IRR or guidelines issued for the *Tatak Pinoy Act.*

25.5 The Procuring Entity shall award the Project to the domestic Bidder if the bid is not more than twenty-five percent (25%) in excess of the lowest foreign bid. The margin of preference provided herein shall be subject to periodic review and adjustment by the GPPB, as may be necessary.

25.6 A Domestic Bidder can only claim preference if it secures from the appropriate agency a certification that the articles forming part of its bid are substantially composed of articles, materials, or supplies grown, produced, or manufactured in the Philippines.

25.7 The preference herein established may be waived should any of the following conditions be present as provided in the **BDS**:

a) Where domestic production is insufficient or unavailable in the required commercial quantities;

b) Where the specific or desired quality is not met;

c) Where domestic preference will result in inconsistencies with the Philippines' obligations under treaty or international or executive agreements; or

d) Other analogous circumstances.

26) Detailed Evaluation and Comparison of Bids

26.1 The Procuring Entity's evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Price Schedule.

26.2 The Procuring Entity will undertake the detailed evaluation and comparison of the bids which have passed the opening and preliminary examination of bids, pursuant to ITB Clause 22, to determine the Lowest Calculated Bid (LCB), Most Economically Advantageous Bid (MEAB), and MAB.

26.3 The award criterion shall be determined as follows:

a) For LCB

i) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and

ii) The ranking of the total bid prices as so calculated from the lowest to the highest, where the bid with the lowest price shall be identified as the LCB.

b) For MEAB, the BAC shall evaluate the quality and price proposals to determine the Most Economically Advantageous Bid (MEAB) using the following steps:

i) The quality proposal together with the price proposal shall be considered in the evaluation of bids. The quality proposals shall be evaluated first using the criteria in the **BDS**. The price proposals of the bids that meet the minimum quality score shall then be opened.

ii) The price and quality proposals shall be given corresponding weights with the price proposal given a minimum weight of fifteen percent (15%) up to a maximum of forty percent (40%). The weight of the quality criteria shall be adjusted accordingly such that their total weight in percent together with the weight given to the price proposal shall be equal to one hundred percent (100%).

iii) To further promote green public procurement, the sustainability of products, or materials with green specifications shall be given greater weight in the evaluation of bids. As approved by the BAC, the exact weights shall be indicated in the **BDS**. The BAC shall rank the Bidders in descending order based on the combined numerical ratings of their quality and price proposals. The Bidder with the best overall score using the quality-price ratio shall be referred to as the MEAB.

iv) The HoPE shall approve or disapprove the recommendations of the BAC within two (2) calendar days after receipt of the results of the evaluation from the BAC.

c) For MAB

i) BAC shall evaluate the quality proposals to determine the MAB using the quality components. The quality components shall be assessed on the basis of the criteria with corresponding numerical weights indicated in the **BDS** to determine the Bidder with the highest technical rating.

ii) The second bid envelope of the Bidder obtaining the highest technical rating shall be opened. If the financial proposal is equal to or lower than the ABC, the bid shall be accepted and determined as the MAB; otherwise, the same shall be rejected and the Bidder will be disqualified.

26.4 In order to eliminate bias in evaluating the quality proposals, it is recommended that the highest and lowest scores for each Bidder for each criterion shall not be considered in determining the average scores of the Bidders, except when the evaluation is conducted in a collegial manner.

26.5 The BAC shall immediately conduct a detailed evaluation of all bids using non-discretionary criteria in considering the following:

a) Completeness of the bid. Unless the **BDS** allows partial bids, bids not addressing or providing all of the required items in the **BDS**, shall be considered non-responsive and, thus, automatically disqualified.

However, when no price or a zero (0) or a dash (-) is indicated in a required item in the bid form, the same shall be construed that it is being offered for free to the Government, except those required by law or regulations to be provided for; and

b) Arithmetical corrections. The BAC shall apply arithmetical corrections on computational errors and omissions to enable proper comparison of all eligible bids. Bid corrections may also be considered if expressly allowed in the **BDS**. Any adjustment shall be calculated in monetary terms to determine the calculated prices.

26.6 Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the LCB, MEAB, or MAB. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the **BDS**.

26.7 The BAC shall evaluate all bids on an equal footing to ensure fair and competitive bid comparison. For this purpose, all Bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties, whichever is applicable, as itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.

26.8 If so indicated pursuant to ITB Clause 1.2, bids may be submitted for individual lots or for any combination thereof, provided that all bids and combinations of bids shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid prices quoted shall correspond to all items specified for each lot and to all quantities specified for each item of a lot. Bid Security as required by ITB Clause 16 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in **BDS** Clause 26.5.

26.9 In order to eliminate bias in evaluating the quality proposals, it is recommended that the highest and lowest scores for each Bidder for each criterion shall not be considered in determining the average scores of the Bidders, except when the evaluation is conducted in a collegial manner.

27) Post-Qualification

27.1 The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the LCB, MEAB, or MAB as the case may be, complies with and is responsive to all the requirements and conditions specified in ITB Clauses 5, 12.1, and 12.2. The Bidder, within five (5) calendar days from receipt of notice from the BAC that it submitted the LCB, MEAB, or MAB shall submit all the eligibility documents supporting its PhilGEPS Certificate of Registration (Platinum Membership), its latest income and business tax returns filed for the preceding quarter which should not be earlier than two (2) quarters from the date of submission and receipt of bid, and other appropriate licenses and permits required by law and stated in the **BDS**.

27.2 Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the Bidder for award; Provided, That in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the Bid Security.

27.3 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to ITB Clauses 12.1 and 12.2, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.

27.4 If the BAC determines that the Bidder with the LCB, MEAB, or MAB fails to meet the post-qualification criteria, it shall immediately notify the said Bidder in writing of its post-disqualification and the grounds for such determination.

27.5 Immediately after the BAC has notified the first Bidder of its post-disqualification, and notwithstanding any pending request for reconsideration thereof, the BAC shall initiate and complete the same post-qualification process on the Bidder with the second LCB, MEAB, or MAB. If the second Bidder passes the post-qualification and the request for reconsideration of the first Bidder has been denied, the second Bidder shall be post-qualified as the Bidder with the LCB, MEAB, or MAB.

27.6 If the second Bidder, however, fails the post-qualification, the procedure for post-qualification shall be repeated for the Bidder with the next LCB, MEAB, or MAB and so on, until the LCRB, MEARB, MARB, as the case may be, is determined for award, subject to the procedure of Notice and Execution of Award.

27.7 If the BAC determines that the Bidder with the LCB, MEAB, or MAB passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, MEARB, MARB, Single Calculated Responsive Bid (SCRB), Single Economically Advantageous Responsive Bid (SEARB), or Single Advantageous Bid (SARB).

27.8 Within a period not exceeding ten (10) calendar days from the determination and declaration through a resolution by the BAC of the LCRB, MEARB, MARB, SCRB, SEARB, or SARB, as the case may be, and the recommendation of the award, the HoPE or its duly authorized representative shall approve or disapprove the said recommendation.

27.9 In case of approval, the HoPE or its duly authorized representative shall immediately issue the Notice of Award to the Bidder with the LCRB, MEARB, MARB, SCRB, SEARB, or SARB, as the case may be.

In the event that the approving authority shall disapprove the resolution on the award of the contract, such disapproval shall be based only on valid, reasonable, and justifiable grounds to be expressed in writing. A copy of the decision disapproving the resolution shall be furnished to the BAC and the Bidder.

28) Reservation Clause

28.1 Notwithstanding the eligibility or post-qualification of a Bidder and without incurring any liability, the HoPE or its duly authorized representative at any stage of the procurement, reserves the right to review its qualifications, reject any and all bids, declare a failure of bidding or not award the contract in the following situations:

a) If it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements.

b) Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will adversely affect its capability to undertake the Project so that it no longer meets the prescribed eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and disqualify it from participating further in the bidding process or being awarded the contract.

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

a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the Bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies, or tends to restrict, suppress or nullify competition or influences or tends to influence the bidding process;

b) If the BAC is found to have failed in complying with the applicable law or in following the prescribed bidding procedures; or

c) If there are any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the government, in instances where (i) the physical and economic conditions have significantly changed so as to render the Project no longer economically, financially, or technically feasible as determined by the HoPE; (ii) the Project is no longer necessary as determined by the HoPE; and (iii) the source of funds for the Project has been withheld or reduced through no fault of the Procuring Entity.

F. Award of Contract

29) Contract Award

29.1 Subject to ITB Clause 27, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB, MEARB, MARB, SCRB, SEARB, or SARB, as the case may be.

29.2 Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through

a Notice of Award duly received by the Bidder or its representative personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB, MEARB, MARB, SCRB, SEARB, or SARB, as applicable and submitted personally or sent by registered mail or electronically to the Procuring Entity.

29.3 Within ten (10) calendar days from receipt by the winning Bidder of the Notice of Award, the following conditions should be complied with before the contract may be awarded:

a) Submission of the following documents:

i) Valid JVA, if applicable; or

ii) The SEC Certificate of Registration of the foreign corporation, if applicable.

b) Posting of the performance security in accordance with ITB Clause 31; and

c) Signing of the contract as provided in ITB Clause 30.

29.4 At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified in Section VI. Schedule of Requirements.

30) Signing of the Contract

30.1 Within ten (10) calendar days from receipt of the Notice of Award, the winning Bidder shall (i) post the required performance security, sign and date the contract, and return it to the Procuring Entity.

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

30.3 The following documents shall form part of the contract:

a) Contract Agreement;

b) Bidding Documents;

c) Winning Bidder's bid, including the technical and financial proposals, and all other documents/statements submitted (*e.g.,* Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

d) Performance Security;

e) Notice of Award of Contract; and

f) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

31) Performance Security

31.1 To guarantee the faithful performance of its obligations under the contract, the winning Bidder shall post a performance security prior to the signing of the contract. Furthermore, the successful Bidder shall be required to update the performance security posted before the issuance of an amendment to order if any.

31.2 Sectors enumerated under Section 76.1[6] of the IRR may be allowed to post a Performance Securing Declaration (PSD) as specified in the **BDS.**

31.3 The performance security shall be in any form selected by the Procuring Entity in the amount indicated in the **BDS**, which shall not be less than the percentage of the total contract price in accordance with the following price schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
a. Cash or Cashier's or Manager's check issued by a bank. *For biddings conducted by LGUs, the Cashier's or Manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.*	Five percent (5%)
b. Bank draft or guarantee or irrevocable Letter of Credit issued by a local bank. If issued by a foreign bank, it shall be confirmed or authenticated by a local bank.	
ii. Surety bond callable upon demand issued by a surety or insurance company duly certified by the IC as authorized to issue such security.	Thirty Percent (30%)

31.4 The performance security shall be denominated in Philippine Peso and posted in favor of the Procuring Entity, which shall be forfeited in the event it is

6 Section 76.1 The GPPB, once data is available from relevant agencies, shall maintain a registry of entities belonging to the following sectors:

a) Farmers, as certified by the Department of Agriculture (DA);
b) Fisherfolk as certified by the Bureau of Fisheries and Aquatic Resources (BFAR);
c) Persons with disabilities as certified by the National Council for Disability Affairs (NCDA) pursuant to RA No. 7277, otherwise known as the Magna Carta for Disabled Persons, as amended;
d) Solo parents as certified by the Department of Social Welfare and Development (DSWD);
e) Microenterprises and social enterprises as certified by the MSMED Council;
f) Startups, Spin-offs, and other forms of entity involved in Science, Technology, and Innovation (DOST), as may be applicable;
g) Cooperatives duly registered with the CDA pursuant to RA No. 6938, otherwise known as the Cooperative Code of the Philippines, as amended; and
h) Other relevant sectors as may be determined by the GPPB to ensure inclusivity and diversity in the procurement process.

established that the winning Bidder is in default in any of its obligations under the contract.

32) Notice to Proceed

The Procuring Entity shall issue the Notice to Proceed to the winning Bidder not later than three (3) calendar days from the date of approval of the contract by the appropriate signatories. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.

33) Protest Mechanism

Decisions of the BAC in all stages of procurement may be protested to the HoPE in accordance with Section 83 of the IRR.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
1.1	The Procuring Entity is ***Light Rail Transit Authority (LRTA)*** The Project title is ***One (1) Lot One (1) Year Contract for Janitorial Services for Revenue Line 2 (Antipolo-Recto Station) – 167 Janitors*** The identification number of the Contract is ***PR No. GSD-2604-089 and ITB No. 2604-049-05****.*
1.2	The number of lot(s): ***One (1) Lot***
2	The Funding Source is: 2.1 The COB through the source of funding as indicated below for *COB/FY 2026* in the amount of ***Seventy Five Million Eight Hundred Seventy Two Thousand Six Hundred Sixty Five Pesos and 99/100 (PhP75,872,665.99).*** 2.2 The source of funding is: **GOCC, the proposed Corporate Operating Budget.**
3.1	No further instructions.
5.2	Foreign Bidders, except those falling under ITB Clause 5.2(b), may not participate in this Project.
5.4	The Bidder's SLCC similar to the contract to be bid should have been completed within *ten (10) years* prior to the deadline for the submission and receipt of bids.
5.5	For this purpose, contracts similar to the Project shall be: a. *Any contract/s involving the janitorial services in any transportation facility.* b. *The Bidder must have completed, within the last ten (10) years prior to the date of submission of bid, a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.*
7	No further instructions.
8.1	Subcontracting is not allowed.
9.1	The Light Rail Transit Authority (LRTA) will hold a Pre-Bid Conference on **15 April 2026 at 10:00 AM** and/or through video conferencing via Zoom, which shall be open to prospective Bidders. (Link will be provided upon request)
10.1	The Procuring Entity's address is: **Light Rail Transit Authority (LRTA) Line 2** LRTA Line 2 Depot, Marcos Highway, Santolan, Pasig City Contact Person:

	Atty. AYLWINSTON C. PILLOS Head, BAC Secretariat BAC Secretariat Office Cellphone No. 09556578381 Email Address: bacsec@lrta.gov.ph Facsimile No. 647-3484 to 86 loc. 29906/29
12.2	Bidders shall include in the submission of Price Schedule the following bid forms: *Equipment Depreciation Cost (Annex "A"), Supplies and Materials (Annex "B"), Computation for Night Differential (Annex "C"), Day and Night Cost Breakdown (Annex "D") and Total Computation of Bid (Annex "E"*).
12.4	The ABC is ***Seventy Five Million Eight Hundred Seventy Two Thousand Six Hundred Sixty Five Pesos and 99/100 (PhP75,872,665.99)***. Any bid with a financial component exceeding the amount shall not be accepted.
13.1(a)(iv)	No incidental services are required.
13.1(b)(i)	The price of the Goods shall be quoted DDP Light Rail Transit Authority (LRTA)", LRTA Line 2 Depot, Marcos Highway, Santolan, Pasig City
13.1(b)(ii)	No incidental services are required.
13.2	No further instructions.
14.1(b)	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Peso.
14.3	Payment shall be made in Philippine Peso
15.1	Bids will be valid for One Hundred Twenty (120) Calendar Days from bid opening.
16.1	The Bid Security shall be in the form of a Bid Securing Declaration, or any of the following*:* 1) The amount of not less than Php1,473,653.86 *[2% of ABC],* if bid security is in cash; 2) The amount of not less than Php1,473,653.86 *[2% of ABC],* if bid security is in cashier's check; 3) The amount of not less than Php1,473,653.86 *[2% of ABC],* if bid security is in manager's check; 4) The amount of not less than Php3,684,134.66 *[5% of ABC]* if bid security is in bank draft; 5) The amount of not less than Php3,684,134.66 *[5% of ABC]* if bid security is in guarantee; 6) The amount of not less than Php3,684,134.66 *[5% of ABC]* if bid security is irrevocable LoC; or

	7) The amount of not less than Php3,684,134.66 *[5% of ABC]* if bid security is Surety Bond.
16.2	One hundred twenty (120) calendar days from the date of the opening of bids.
16.3	Substitution of the bid security is not allowed.
18	In addition to the one (1) set original, Each Bidder is requested to submit additional one (1) hard copy and one (1) scanned PDF copy in a CD/USB-Flash Drive of each of the first and second components of its Bid
19	The address for the submission of Bids is *BAC Secretariat Office LRTA Line 2 Depot, Marcos Highway, Santolan, Pasig City.* The deadline for the submission of Bids is on ***09 June 2026*** *at* ***9:30 AM.***
22.1	**Deadline of Submission of Bids : 09 June 2026 at 9:30 AM.** Cafeteria, LRTA Line 2- Depot, Santolan, Pasig City **Opening of Bids : 09 June 2026 at 10:00 AM.** Cafeteria, LRTA Line 2- Depot, Santolan, Pasig City
22.2(b)	Not applicable.
25.7	No further instructions.
26.3(b)(i)	Not applicable.
26.3(b)(iii)	Not applicable.
26.3(c)(i)	Not applicable.
26.5(a)	"Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
26.5(b)	Arithmetical correction is allowed.
26.6	No further instructions.
27.1	No additional requirements.
30.3(f)	No additional requirements.
31.2	Not applicable.
31.3	The Performance Security shall be in the form of **Surety Bond** in the amount of not less than **30% of the total contract price**.

Section IV. General Conditions of Contract

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2) General Terms

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

a) "The Procuring Entity" means the organization purchasing the Goods, as named in the **SCC**.

b) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the **SCC**.

c) The "Funding Source" means the organization named in the **SCC**.

d) "The Project Site" where applicable, means the place or places named in the **SCC**.

3) Corrupt, Fraudulent, Collusive, and Coercive Practices

Unless otherwise provided in the **SCC**, the Procuring Entity as well as the Bidders, Contractors, or Suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. Further the Funding Source, as appropriate, will seek to impose the maximum civil, administrative, and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in ITB Clause 3.1(a).

4) Inspection and Audit by the Funding Source

The Supplier shall allow the Funding Source to inspect its accounts and records related to the performance of its obligations. If the Funding Source requires a separate audit, it shall appoint its auditor and bear the cost thereof.

5) Governing Law and Language

4.1 This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

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

6) Notices

5.1 Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail or electronic mail, to such Party at the address specified in the **SCC**, which shall be effective when delivered and duly received, as may be applicable.

5.2 A Party may change its address upon notice pursuant to the provisions listed in the **SCC.**

7) Scope of Contract

6.1 The Goods to be provided shall be as specified in Section VI. Schedule of Requirements.

6.2 This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. Any additional requirements for the completion of this Contract shall be provided in the **SCC**.

8) Subcontracting

7.1 For subcontracting arrangements, the following rules shall apply for both locally-funded projects and projects financed through Official Development Assistance, except those covered by treaty, or international, or executive agreements.

a) The subcontracted portion of the contract shall be subject to the approval of the HoPE and the following conditions:

i) The subcontracted portion shall not exceed twenty percent (20%) for Goods, or a different percentage on a per project basis, as approved by the GPPB. The threshold percentages fixed herein shall be subject to the periodic review and adjustments as may be deemed appropriate by the GPPB; and

ii) The subcontracted portion shall be limited to components that are not deemed "significant or material" to the Project, as determined by the Procuring Entity.

b) Subcontracting arrangement, if allowed, including the time of submission of the eligibility documents of the subcontractor, shall be disclosed in the Bidding Documents;

c) Subcontractors must meet the eligibility criteria and submit the same eligibility documents as the general contractor.

Failure of a subcontractor to meet the eligibility criteria does not affect the eligibility of the general contractor for the procurement project. In such case, the portion intended to be subcontracted to the ineligible subcontractor shall be assumed by the general contractor;

d) The general contractor shall remain liable for the subcontractor's actions, defaults, delays, and negligence;

e) The general contractor and the subcontractor are obliged to comply with the provisions of the contract and shall share liability, jointly and severally, in cases of violation of safety standards or other labor standards insofar as the subcontracted portion is concerned; and

f) For purposes of post-qualification in accordance with its objective and process under the IRR, the value of the entire completed and accepted Project, including the subcontracted portion, shall be credited as experience of the general contractor. In the case of the subcontractor, the following rules shall apply:

i) The subcontractor shall get credit for one hundred percent (100%) of the value of the subcontracted portion of the project performed; and

ii) Subcontractors shall be eligible to concessional windows of GFIs that treat receivables from the government as loan security; the receivables of subcontractors due from their general contractor shall similarly be accepted as loan security by GFIs.

9) Procuring Entity's Responsibilities

8.1 Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity may assist the Supplier in complying with such requirements in a timely and expeditious manner.

8.2 The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with the Scope of Contract.

10) Prices

9.1 For goods and services covered under this Contract, as awarded, all bid prices shall be deemed fixed and not subject to price escalation during contract implementation, except as otherwise provided in the succeeding provisions.

9.2 Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, unless there is a change in price resulting from Amendment to Order issued in accordance with **GCC** Clause 28.

11) Advance Payment

10.1 For Goods sourced from within the Philippines, advance payments may be made as follows:

a) A single advance payment not to exceed fifty percent (50%) of the contract amount shall be allowed for contracts entered into by a Procuring Entity for the following services where the requirement of down payment is a standard industry practice: 1) hotel and restaurant services; 2) use of conference/seminar and exhibit areas; and 3) lease of office space;

b) Advance payment not to exceed fifteen percent (15%) of the contract amount, unless otherwise directed by the President, shall also be allowed for procurement of goods required to address contingencies arising from natural or man-made calamities in areas where a "State of Calamity" has been declared by appropriate authorities; and

c) Upon submission of an irrevocable Letter of Credit (LoC) or bank guarantee issued by local bank, advance payment not exceeding fifteen percent (15%) of the contract amount shall be allowed and paid to the Supplier within

sixty (60) calendar days from the signing of the contract. The irrevocable LoC or bank guarantee, which must be for an equivalent amount, shall remain valid until the goods are delivered, and accompanied by a claim for advance payment.

10.2 For Goods supplied from abroad, unless otherwise indicated in the **SCC**, the terms of payment shall be as follows:

a) Upon Contract Signing: Fifteen Percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. PBD Related Forms.

b) Upon Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.

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

10.3 All progress payments for Goods shall first be charged against the advance payment until the latter has been fully exhausted.

12) Payment

11.1 Payments shall be made only upon a certification by the HoPE that the Goods have been delivered in accordance with the terms of this Contract and have been duly inspected and accepted**.** Except with the prior approval of the President, no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under the Contract.

11.2 The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services rendered, and by documents submitted pursuant to the SCC provision for **GCC** Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract;

11.3 Pursuant to **GCC** Clause 11.2, payments shall be made promptly by the Procuring Entity after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the applicable accounting and auditing laws, rules and regulations.

11.4 Unless otherwise provided in the **SCC**, all payments to the Supplier under this Contract shall be in Philippine Peso;

11.5 Unless otherwise provided in the **SCC**, payments using LoC is allowed. For this purpose, the amount of provisional sum shall be indicated in the **SCC**. All charges for the opening of the LoC and/or incidental expenses thereto shall be for the account of the Supplier.

13) Taxes and Duties

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

14) Performance Security

13.1 Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity, but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the ITB Clauses 31.2 and 31.3.

13.2 The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning Bidder is in default in any of its obligations under the contract.

13.3 The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.

13.4 The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance, subject to the following conditions:

a) There are no pending claims against the Supplier or the Surety Company filed by the Procuring Entity;

b) The Supplier has no pending claims for labor and materials filed against it; and

c) Other terms specified in the **SCC**.

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

15) Use of Contract Documents and Information

14.1 The Supplier shall not, without the Procuring Entity's prior written consent, disclose this Contract or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity, except for purposes of performing the obligations therein. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

14.2 Other than this Contract, any document enumerated in **GCC** Clause 14.1 shall remain the property of the Procuring Entity. All copies shall be returned to the Procuring Entity upon completion of the Supplier's performance under this Contract, if so required by the Procuring Entity.

16) Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII. Technical Specifications. When no applicable standard is mentioned, the Goods shall comply with the latest authoritative standards appropriate to its country of origin.

17) Inspection and Tests

16.1 The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity, other than that specified under Item 16.3 below. The **SCC** and Section VII. Technical Specifications shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

16.2 If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no cost to the Procuring Entity. The Supplier shall provide the Procuring Entity with the results of such inspections and tests.

16.3 The Procuring Entity or its designated representative shall be allowed to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

16.4 The Procuring Entity shall reject the Goods or any part thereof that fail any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity. Upon giving due notice to the Supplier pursuant to **GCC** Clause 5, the test and/or inspection may be repeated by the Procuring Entity, at no additional cost.

16.5 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative to the said test and/or inspection, shall release the Supplier from any warranties or other obligations under this Contract.

18) Warranty

17.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and with all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.

17.2 The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

17.3 To ensure correction of manufacturing defects, the Supplier shall be required to provide a warranty for a minimum period specified in the **SCC**. At the option of the Procuring Entity, the obligation for the warranty shall be covered by:

a) Retention money in an amount equivalent to at least one percent (1%) but not to exceed five (5%) of every progress payment; or

b) Special bank guarantee equivalent to at least one percent (1%) but not to exceed five (5%) of the total Contract Price; or

c) Other such amount, if so specified in the **SCC**.

17.4 The said amounts shall only be released by the Procuring Entity after the lapse of the warranty period as specified in the **SCC**, or in case of Expendable Supplies, after the consumption thereof; Provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.

17.5 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under the warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, repair or replace the defective Goods or parts thereof, at the soonest possible time, without cost to the Procuring Entity.

17.6 If the Supplier, after having been notified on the warranty claim, fails to remedy the defect(s) within the period specified in **GCC** Clause 17.5, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense, and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and other applicable laws.

19) Delays in the Supplier's Performance

18.1 Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.

18.2 If at any time during the performance of this Contract, the Supplier encounters conditions that may impede the timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under **GCC** Clause 23, the Procuring Entity shall evaluate the situation and, if warranted, extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.

18.3 Except as provided under **GCC** Clause 23, any delay by the Supplier in the performance of its obligations shall render it liable to the imposition of liquidated damages pursuant to **GCC** Clause 19, unless an extension of time is agreed upon pursuant to **GCC** Clause 28.

20) Liquidated Damages

19.1 When the Supplier fails to satisfactorily deliver the Goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the Supplier, manufacturer, or distributor shall be liable for liquidated damages in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed

goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the Procuring Entity.

19.2 The Procuring Entity need not prove that it has incurred actual damages to be entitled to liquidated damages. Such amount shall be deducted from any money due, or which may become due the supplier, manufacturer, or distributor, or collected from any securities or warranties posted by the supplier, manufacturer, or distributor, whichever is convenient to the Procuring Entity. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, the Procuring Entity may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid.

19.3 If delays are likely to be incurred beyond its control, the supplier, manufacturer, or distributor shall promptly notify the Procuring Entity in writing, providing details of the causes and duration of the expected delay. The Procuring Entity may, at its discretion, grant a time extension based on meritorious grounds, with or without the imposition of liquidated damages.

21) Settlement of Disputes

20.1 Any dispute arising from the implementation of a contract covered by the Act and the IRR shall primarily be resolved and settled amicably by mutual consultation or agreement.

20.2 In case of failure to settle dispute amicably, the parties may mutually agree in writing to resort to other modes of alternative dispute resolution (ADR) to promote efficiency in the procurement process. Accordingly, they are encouraged to select the most expeditious mode of ADR available.

If arbitration is chosen as the ADR method, this shall be incorporated as a provision in the contract and referred to the Arbitrator specified in the **SCC.**

20.3 In case of disagreement or after exhausting the remedies provided in the preceding Section, the dispute may be submitted to arbitration or other forms of ADR which includes mediation, conciliation, early neutral evaluation, mini-trial, or any combination thereof in accordance with the provisions of RA No. 9285, otherwise known as the “Alternative Dispute Resolution Act of 2004.”

20.4 Should the Parties fail to resolve their dispute or difference by such mutual consultation or agreement after thirty (30) days, either the Procuring Entity or the Supplier may signify its intention to commence arbitration by giving notice to the other Party, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

20.5 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.

20.6 Notwithstanding any reference to arbitration herein, the Parties shall continue to perform their respective obligations under the Contract unless otherwise agreed upon in writing.

22) Liability of the Supplier

21.1 The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the **SCC**.

21.2 Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repair or replacement of the defective Goods.

23) Termination for Breach of Contract

The Procuring Entity may terminate for breach of contract when the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity, pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price, consistent with the provision of this IRR on liquidated damages. The Procuring Entity may likewise impose appropriate sanctions therein.

24) Termination Due to Force Majeure

23.1 For purposes of this Contract, the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean as an event which the Supplier could not have been foreseen, or though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions, and any other causes the effect/s of which could have been avoided with the exercise of reasonable diligence by the Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

23.2 The Procuring Entity may terminate this Contract and impose liquidated damages when, as a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the Contract Price, for a period of not less than sixty (60) calendar days, or earlier, as deemed necessary by the Procuring Entity, after receipt of the written notice from the Procuring Entity stating that the circumstance of *force majeure* is deemed to have ceased.

23.3 The Supplier shall not be subject to forfeiture of its performance security, payment of liquidated damages, or contract termination due to *force majeure,* provided that the Supplier's delay in performance or other failure to perform its obligations under this Contract is the result of a *force majeure*.

23.4 If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity, the Supplier shall continue to perform its obligations under the Contract as far as may be practicable, when not prevented by the *force majeure*, and shall seek all reasonable alternative means in the performance of its obligation.

25) Termination for Convenience

24.1 The Procuring Entity, through a written notice sent to the Supplier, may terminate this Contract, in whole or in part, at any time, if it has determined the existence of any of the following conditions that make contract implementation economically, financially, or technically impractical or unnecessary:

a) When physical and economic conditions have significantly changed so as to render the project no longer economically, financially, or technically feasible, as determined by the HoPE;

b) When the HoPE has determined the existence of conditions that make project implementation impractical or unnecessary, such as, but not limited to, fortuitous event/s, changes in laws, and government policies;

c) When funding for the Project has been withheld or reduced by higher authorities through no fault of the Procuring Entity; or

d) Any circumstance analogous to the foregoing.

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

a) To have any portion delivered and/or performed and paid at the contract terms and prices thereof; or

b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

26) Termination for Unlawful Acts

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

a) Corrupt, fraudulent, collusive, and coercive practices as defined in ITB Clause 3.1;

b) Drawing up or using forged documents;

c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and

d) Any other act analogous to the foregoing.

27) Procedures for Termination of Contracts

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

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

b) **Notice to Terminate** - Upon recommendation by the End-User or Implementing Unit, the HoPE shall terminate contracts only by written notice to the supplier conveying the termination of the contract. The notice shall state:

i) That the contract is being terminated for any of the grounds aforementioned, and a statement of the acts that constitute the grounds constituting the same;

ii) The extent of termination, whether in whole or in part;

iii) An instruction to the Supplier, to show cause as to why the contract should not be terminated; and

iv) Special instructions of the Procuring Entity, if any.

The Notice to Terminate shall be accompanied by a copy of the Verified Report.

c) **Show Cause** - Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why the contract should not be terminated. If the Supplier, fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating the contract.

d) **Rescission of Notice of Termination** - The Procuring Entity may, at any time before receipt of the Supplier's verified position paper, withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice.

e) **Decision** - Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate the contract. It shall serve a a written notice to the Supplier of its decision and, unless otherwise provided, the contract is deemed terminated from receipt of the Supplier of the notice of the decision. The termination shall only be based on the grounds stated in the Notice to Terminate.

f) **Contract Termination Review Committee (CTRC)** - The HoPE may create a committee to assist in the discharge of its functions under the IRR. All decisions recommended by the CTRC shall be subject to the approval of the HoPE.

g) **Take-over of Contracts -** If a Procuring Entity terminates the contract due to default, insolvency, or for a cause, it may enter into a Negotiated Procurement (Take-over of Contracts) pursuant to Section 35(c) of RA No. 12009.

h) **Procuring Entity's Options in Termination for Convenience in Contracts for Goods** - The Goods that have been performed or are ready for delivery within thirty (30) calendar days after the supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed or ready for delivery, the Procuring Entity may elect:

i) To have any portion delivered or performed and paid at the contract terms and prices; or

ii) To cancel the remainder and pay to the supplier an agreed amount for partially completed or performed goods and for materials and parts previously procured by the supplier.

28) Assignment of Rights

The Supplier shall not assign its rights or obligations under this Contract, in whole or in part, except upon prior written consent of the Procuring Entity.

29) Amendment to Order

No variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties in accordance with the provisions on Amendment to Order, subject to applicable laws, rules and regulations.

30) Application

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1(a)	The Procuring Entity is *Light Rail Transit Authority (LRTA).*
1(b)	The Supplier is *[to be inserted at the time of contract award].*
1(c)	The Funding Source is: 2.1 The COB through the source of funding as indicated below for FY 2026 in the amount of ***Seventy Three Million Six Hundred Eighty Two Thousand Six Hundred Ninety Three Pesos and 29/100 (PhP73,682,693.29)***. 2.2 The source of funding is: GOCC~~,~~ the Corporate Operating Budget.
1(d)	The Project Site is **LRTA Line 2 Depot, Marcos Highway, Santolan, Pasig City.**
2	No further instructions.
5.1	The Procuring Entity's address for Notices is: **Light Rail Transit Authority (LRTA) Line 2** LRTA Line 2 Depot, Marcos Highway, Santolan, Pasig City Contact Person: **Atty. AYLWINSTON C. PILLOS** Head, BAC Secretariat BAC Secretariat Office Cellphone No. 09556578381 Email Address: **bacsec@lrta.gov.ph** Facsimile No. 647-3484 to 86 loc. 29906/29
5.2	No further instructions.
6.2	**Delivery and Documents** For purposes of this 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: *For Goods Supplied from Abroad, state "*The delivery terms applicable to the Contract are DDP delivered *[insert place of destination].* In accordance with INCOTERMS." (DAP) *For Goods Supplied from Within the Philippines, state "*The delivery terms applicable to this Contract are delivered *[insert place of destination].* Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."

	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are as follows: *For Goods supplied from within the Philippines:* Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following original documents to the Procuring Entity: i) Supplier's invoice showing the goods' description, quantity, unit price, and total amount; ii) Delivery receipt/note, railway receipt, or truck receipt; iii) Supplier's factory inspection report; iv) Manufacturer's and/or Supplier's warranty certificate; v) Certificate of origin (for imported Goods); vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel; vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site. *For goods supplied from abroad:* Upon shipment, the Supplier shall immediately communicate and notify the Procuring Entity and the insurance company the full details of the shipment, including Contract Number, description of the goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following original documents as applicable with the documentary requirements of any letter of credit issued taking precedence: i) Supplier's invoice showing the goods' description, quantity, unit price, and total amount; ii) Negotiable, clean shipped on board bill of lading marked "freight prepaid", as well as a copy of the non-negotiable bill of lading; iii) Supplier's factory inspection report; iv) Manufacturer's and/or Supplier's warranty certificate; v) Certificate of origin (for imported goods); vi) Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site;

vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and

viii) Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.

For purposes of this Clause the Procuring Entity's Representative at the Project Site is *[insert name(s)].*

Incidental Services

The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:

[Select appropriate requirements and delete the rest.]

~~a) performance or supervision of onsite assembly and/or startup of the supplied goods;~~

~~b) furnishing of tools required for assembly and/or maintenance of the supplied goods;~~

~~c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;~~

~~d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and~~

~~e) training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.~~

f) Cost of photocopying of Contract and Implementation Documents in such number of sets required by LRTA; and,

g) Cost of notarization of contract and implementation documents.

The Contract price for the goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Spare Parts

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

[Select appropriate requirements and delete the rest]

~~a) such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve~~

	~~the Supplier of any warranty obligations under this Contract; and~~ ~~b) in the event of termination of production of the spare parts:~~ ~~i) advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and~~ ~~ii) following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.~~ The spare parts required are listed in Section VI. Schedule of Requirements and the cost thereof are included in the Contract Price The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods for a period of *[insert here the time period specified. If not used insert time period of three times the warranty period].* Other spare parts and components shall be supplied as promptly as possible, but in any case within *[insert appropriate time period]* months of placing the order. **Packaging** The Supplier shall meet packaging standards for goods in accordance with existing laws and regulations, and as indicated in this Contract to prevent damage or deterioration during transit to their final destination. The packaging shall be durable enough to withstand rough handling, exposure to extreme temperatures, salt, precipitation, open storage, and other extreme conditions during transit. Packaging case sizes and weights shall consider the remoteness of the goods' final destination and the potential absence of heavy handling facilities at all transit points. The packaging, labeling, and documentation within and outside the packages shall comply strictly with special requirements as shall be expressly provided for in this Contract, including additional requirements, specified below, and in any subsequent instructions ordered by the Procuring Entity. The outer packaging must be clearly marked on at least four (4) sides as follows: Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight

	Any special lifting instructions Any special handling instructions Any relevant Hazardous Chemical classifications A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging, if practical. Otherwise, the packaging list is to be placed outside the secondary packaging. **Insurance** The Supplier shall fully insure the goods supplied under this Contract in a currency, local or tradeable and accepted by the *Bangko Sentral ng Pilipinas* against loss or damage incidental to manufacture, acquisition, transportation, storage, and delivery. The risk and ownership of the goods remain with the Supplier until their final acceptance by the Procuring Entity, unless otherwise specified in this Contract. **Transportation** The Supplier shall arrange and pay for the delivery of the goods, with the cost included in the Contract Price. When required under this Contract to deliver the goods CIF, CIP, or DDP, the Supplier shall ensure the transport of the goods to the port of destination or any other specified place of destination in the Philippines, as indicated in this Contract. The Supplier shall arrange for transport, insurance, and storage to the specified destination with the related costs included in the Contract Price. When required under this Contract to transport the goods to a specified place of destination within the Philippines, defined as the Project Site. The goods must be transported using carriers registered in the Philippines when the Supplier is required under this Contract to deliver the goods CIF (Cost, Insurance, and Freight), CIP (Carriage and Insurance Paid To), or DDP (Delivered Duty Paid). If no Philippine-registered carrier is available, the goods may be shipped using a non-Philippine carrier, provided the Supplier obtains and presents certification from the nearest Philippine consulate at the port of dispatch. If Philippine-registered carriers are available but their schedules would impede timely delivery or cause delays in the Supplier's performance of this Contract, the period of delay from when the goods were first ready for shipment to the actual date of shipment will be considered *force majeure* in accordance with **GCC** Clause 23. The Procuring Entity accepts no liability for the damage of goods during transit other than those prescribed by INCOTERMS for DDP Deliveries. In the case of goods supplied from within the Philippines or supplied by domestic Suppliers, risk and ownership will not be deemed

	transferred to the Procuring Entity until their receipt and final acceptance at the final destination. **Patent Rights** The Supplier shall indemnify the Procuring Entity against all third- party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof.
10.3	The terms of payment shall be in accordance with Section 6.4 of Section VII – Technical Specifications.
11.4	All payments to the supplier under this contract shall be in the Philippine Peso.
11.5	Payment using LoC is not allowed.
13.4(c)	No further instructions.
16.1	The inspections and tests that will be conducted are: Not applicable.
17.3	~~*If the goods pertain to Expendable Supplies:* Three (3) months after acceptance by the Procuring Entity of the delivered goods or after the goods are consumed, whichever is earlier.~~ ~~*If the goods pertain to Non-expendable Supplies:* One (1) year after acceptance by the Procuring Entity of the delivered goods.~~ ~~The period for correction of defects in the warranty period is *[insert number of days].*~~ No further instructions.
17.3(c)	No further instructions.
17.4	No further instructions.
17.5	No further instructions.
20.2	No further instructions.
21.1	No further instructions.

Section VI. Schedule of Requirements

The delivery schedule, expressed in weeks or months, indicates the required delivery date which shall be understood as the date the Goods are to be delivered to the project site.

Item Number	Description	Quantity	Total	Delivery Schedule
1	***One (1) Year Contract for Janitorial Services for Revenue Line 2 (Antipolo-Recto Station) – 167 Janitors under PR No. GSD-2604-089 and ITB No. 2604-049-05***	**One (1) Lot**	**One (1) Lot**	Delivery of the Goods is required within one (1) year from receipt of Notice to Proceed (NTP).
	---- Nothing Follows------			

_____

Signature over Printed Name of the Authorized Representative
Designation:
Company Name:
Date:

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
1	**One (1) Lot One (1) Year Contract for Janitorial Services for Revenue Line 2 (Antipolo-Recto Station) – 167 Janitors under PR No. GSD-2604-089 and ITB No. 2604-049-05**	**Bidders must state "Comply" or "Not Comply" for each specification and provide the corresponding performance parameters for offered equipment.** Each response must be supported by a clear documentary support in the bid and properly cross-referenced. Acceptable evidence includes unaltered manufacturer sales brochures, official specification sheets, product samples, independent test results, and similar documents. Claims should be backed by documentary support. If the evidence contradicts the claim, the bid may be rejected. Any false statement—whether in the compliance form or supporting documents—found during evaluation, post-qualification, or contract implementation may be considered fraudulent in accordance with ITB Clause 3.1(a)(ii) and without prejudice to the imposition of appropriate administrative, civil, and criminal penalty in accordance with law.
	2.0 **SCOPE OF WORK & CLEANING FREQUENCY FOR LRT LINE 2 REVENUE LINE** 2.1 **REVENUE LINE STATIONS AND TERMINALS (Antipolo Station to Recto Station, including Carriageways and Turnbacks, Footbridge, Rectifier Sub-Station (RSS) Santolan, Mega Trap, Connecting Line)** The cleaning and janitorial maintenance and sanitation activities in the LRT Line 2 Revenue Line shall include but not limited to the following (Cleaning Frequency): ***DAILY ROUTINE SERVICES*** 2.1.1 Cleaning of stairs landing, Person with Disability Ramp (PWD) and Perimeter Area;	

	2.1.2 Cleaning of all comfort rooms, walls, doors, floors and fixtures thereof; 2.1.3 Disposal of garbage; 2.1.4 Cleaning of interior and exterior glasses; 2.1.5 Cleaning of glass doors and windows; 2.1.6 Emptying and cleaning of all garbage bins which include ashtrays and sans urns; 2.1.7 Maintaining the orderly arrangement of the storage rooms; 2.1.8 Cleaning walls and partitions, including cover base.; 2.1.9 Cleaning of plant boxes and watering and trimming of plants including those located beside the offices at the stations connecting lines, foot bridges and terminals; 2.1.10 Cleaning mirror installed at the platform area; 2.1.11 Cleaning of signage's at all stations; 2.1.12 Render assistance to senior citizen and disabled; 2.1.13 Cleaning of Toilets; 2.1.14 General cleaning of all waste receptacles, waste cans; 2.1.15 General cleaning of electrical rooms; 2.1.16 Cleaning of interior walls and doors; 2.1.17 Cleaning and polishing of floors and interior walls and columns; 2.1.18 Assistance to disabled person in going up and down the station / terminal ladders in relation to R.A. 7277 known as the Accessibility Law; 2.1.19 Cleaning of Light Rail Vehicles (LRVs) under revenue service; 2.1.20 Alcohol Disinfection of Light Rail Vehicles (LRVs) every train loop; 2.1.21 Alcohol Disinfection of all station offices, TVM's, gates, escalator, elevator and stairway handrails; 2.1.21.1 End of the Run Services 2.1.21.1.1 Sweeping of the LRV floors (while vehicles are on standby at the Terminal); 2.1.21.1.2 Spot scrubbing of floors, chairs, walls and windows to eliminate stain and/or graffiti; 2.1.21.1.3 Disposal of garbage collected inside the trains; ***WEEKLY ROUTINE SERVICES*** 2.1.22 Cleaning, sweeping, spot scrubbing, wet and dry mopping, polishing of floors, including vacuuming and dusting of all office furniture and its accessories; 2.1.23 Vacuum cleaning of all carpets, floors and walls; 2.1.24 General cleaning of the entire office premises, platforms and concourse, which includes stripping and scrubbing of all old coat of wax, application of new coat and polishing them; 2.1.25 General cleaning of all furniture which consists of dusting, wiping, spot scrubbing, application of high grade solution / all-purpose cleaner and polishing thereof; 2.1.26 General cleaning and sanitation of all comfort rooms, bathroom fixtures and walls; 2.1.27 General inspection and spot cleaning of food and stain of fabric upholstered chairs and carpets; 2.1.28 Applying Lysol after cleaning the counters and all areas of ticket booths and stations processor system rooms at the platforms.;	

	2.1.29 Dusting of all electric fans and air-conditioning units installed; 2.1.30 Cleaning (including soaping) of all signage's installed at the platform edge / concourse and at the tracks of all stations (to be done during non- revenue hours).; 2.1.31 General cleaning of roofs of stairways and adjacent concessionaire establishments; 2.1.32 General cleaning of carriageway, reversing tracks at terminal and in between stations / Terminals; 2.1.33 General cleaning of all walls and ceilings to eliminate presence of cobwebs and other particles on walls; 2.1.34 Cleaning of all blinds; 2.1.35 Vacuum cleaning of foams mattresses; ***MONTHLY ROUTINE SERVICES*** 2.1.36 General cleaning of all air-conditioning spouts on ceilings; 2.1.37 Fumigation; and 2.1.38 Pest Control ***QUARTERLY ROUTINE SERVICES*** 2.1.39 General cleaning of cable ducts and the platform underneath and other related jobs that may be assigned in connection with the general cleaning of the LRT line; and 2.1.40 Cleaning of light diffusers at line stations / terminals. ***HOLY WEEK MAINTENANCE SERVICES*** 2.1.41 General cleaning of all stations, including outside walls, ceilings and rail way tracks; and 2.1.42 General cleaning of all stations' outside window glasses using man lifter.	
	3.0 SERVICE QUALITY STANDARDS & SPECIFICATIONS 3.1 The AGENCY shall provide the LRTA with qualified, dependable, bonded and uniformed janitors in accordance with the approved deployment and work plan; 3.2 The AGENCY shall provide necessary work equipment and adequate supply of approved cleaning materials / chemicals / necessary fuel and other accessories in accordance with the required equipment and materials referred to in Annexes "D" and "E" as stipulated in the approved deployment and work plan; 3.3 The AGENCY must have a minimum of ten (10) years of experience in janitorial service industry. 3.4 The AGENCY must possess a valid an ISO 9001-2015 Certification for Janitorial and Housekeeping Services issued by a Certifying Body Accredited by the Philippine Accreditation Bureau which shall from part of its Technical documents. 3.5 All janitorial personnel assigned to LRTA must have undergone seminar/training and duly issued with: a. Accessibility Law Training Certificate; and b. Occupational Safety and Health Program Certificate.	

	3.6 The AGENCY must have the following equipment, either owned or rented by the AGENCY, which must be exclusively deployed for use in the LRTA: a. One (1) Unit- Five (5) Ton Carrying Capacity Truck to be used for garbage collection from all the stations of LRT Line 2 System and to disposal site/s; b. One (1) Unit – Mobile Man Lifter with at least Eight (8) Meters arm reach; c. One (1) Unit – Portable Man Lifter with at least Twelve (12) Meters height reach; and, d. One (1) Unit- Water Truck with Pump and Capacity of at least Three Thousand (3,000) Liters. 3.7 The salaries and benefits of the drivers and operators of the above stated equipment shall be for the exclusive account of the AGENCY. 3.8 The AGENCY shall submit to LRTA a Solid Waste Management Plan which shall include the proper disposal of domestic waste, garbage, trash, leftover food, plastic bottles etc. from the revenue line stations. The schedule of disposal is on a daily basis after the revenue line operations. All costs and fees relative to the same shall be borne exclusively by the AGENCY. The AGENCY shall comply with the existing applicable environmental laws.	
	4.0 RESPONSIBILITY OF THE AGENCY 4.1 The AGENCY shall assume full responsibility for the proper and efficient performance of duties by the janitors employed by it; 4.2 The AGENCY shall be solely responsible for any act or omissions of all its janitors during their assigned duty hours; 4.3 The AGENCY shall provide LRTA janitors in accordance with the proposed man loading requirement and deployment schedules are hereto attached as ANNEX "A" 4.4 When the exigencies of the services require, LRTA, through its duly authorized representative shall have the right to increase or decrease the number of janitors/personnel deployed by giving ten (10) days prior notice thereof to the AGENCY. 4.5 The AGENCY's performance of services shall be evaluated using the following criteria as per attached ANNEX "B" which shall serve as basis in the monthly payment by LRTA and in the evaluation of the AGENCY performance. 4.6 The AGENCY shall provide replacement for those janitors who are absent for any cause in order to maintain the number of janitors required/approved by the LRTA. 4.7 All janitors on duty must use biometrics machine to ensure tracking of their deployment and duty hours. 4.8 The AGENCY shall provide at its own expense, the uniforms, thirteen (13) biometric machines for each station and identification cards of all its janitors and personnel assigned at the LRTA premises.	

	4.9 It is understood that in case the AGENCY is unable to provide for any replacement for absent janitor/s, subsequent/corresponding deductions shall be made on the payment of the services. 4.10 The AGENCY shall ensure the full and prompt payment of all emoluments, wages, statutory benefits due to its deployed personnel in accordance with applicable law, rules and regulations. 4.11 The AGENCY shall provide LRTA with a complete list of all facilities, furniture, fixtures and office equipment that will utilize in the delivery of janitorial service within LRTA premises.	
	5.0 GENERAL CONDITIONS **5.1 EXCLUSIVE JURISDICTION** LRTA shall have the exclusive jurisdiction over the execution and implementation of the Janitorial Service Contract with the AGENCY. All assignments/deployment of janitors and personnel by the AGENCY shall be first approved by LRTA through its duly authorized representative. **5.2 GOVERNMENT RULES AND REGULATIONS** All and every act and behavior in the execution of the Janitorial Service Contract by the AGENCY shall in no way contravene any existing laws, rules and regulations promulgated by competent government authorities. **5.3 ASSIGNMENT OF RIGHTS** 5.3.1 There shall be no assignment whatsoever of the Janitorial Service Contract to a third party without the consent of LRTA. **5.4 OBLIGATIONS TO EXERCISE DUE DILIGENCE** 5.4.1 The AGENCY shall be obligated to exercise due diligence in carrying out its obligations under the Janitorial Service Contract and shall faithfully serve the best interest of LRTA; and 5.4.2 The AGENCY shall not, during the period of the Janitorial Service Contract at any time, thereafter, use or disclose to any person or entity, any information, derogatory or otherwise, concerning the affairs of LRTA, which the members of the janitorial team and personnel of the AGENCY may have acquired by reason of their assignment with LRTA.	
	6.0 SPECIAL CONDITIONS **6.1 SUPERVISION AND ADMINISTRATION** 6.1.1 The AGENCY shall at all times, exercise adequate supervision of all its janitors/personnel assigned with LRTA. The minimum qualifications standards for these supervisors are listed below.	

	6.1.1a At least 2 years in college (Bachelor's Degree/Vocational course); 6.1.1b Must have 3 or more years of experience as Supervisor for railway stations and offices; 6.1.1c Must have Housekeeping/Janitorial general knowledge and Housekeeping-Cleaning and Maintenance background; 6.1.1d Knowledgeable to operate Housekeeping Equipment and of its function; and 6.1.1e Experience in handling/leading Housekeeping Personnel (from Team Leaders to Cleaners). 6.1.2 It shall be clearly understood that there is no employer-employee relationship between LRTA and the janitors, supervisors and other personnel of the AGENCY. **6.2 ORIENTATION AND SEMINAR** The AGENCY shall, in accordance with LRTA requirements, conduct orientation, customer service, crisis management seminar and other related seminars for janitors and personnel assigned at the System, periodically, or as may be deemed necessary by both parties. This should include training for passenger courtesy, customer service and basic first aid. **6.3 DURATION OF CONTRACT** 6.3.1 The Janitorial Service Contract shall be for period of one (1) year renewable or extendible for such a period as may be determined by and at the sole option of LRTA. 6.3.2 Any extension shall be subject to the prior approval of the Head of the Procuring Entity or his/her authorized representative upon recommendation of the Bids and Award Committee and following the provisions under Appendix 24 of the Revised 2016 IRR of RA No. 9184 and IRR of RA 12009. **6.4 CONTRACT RATE AND PAYMENT TERMS** 6.4.1 Compensation and benefits of janitors and supervisors shall comply with the existing laws and regulations and in compliance with Department Order No. 18-A and shall include: Basic wage, COLA, Night Differential, 13th Month Pay, 5-Day Incentive, SSS Premium, Philhealth Premium, Pag-Ibig Fund, Value Added Tax, uniform allowance, medical insurance, overhead and taxes and such other compensation or benefits prescribed by the law as may be appropriate. 6.4.2 The AGENCY shall cause the opening of bank accounts/ATM accounts for all janitors and supervisors who will be assigned to LRTA in order to avoid abandoning of post while on duty. Payment of overtime services rendered shall be for the account of the AGENCY. 6.4.3 Payment of services rendered shall be on a monthly basis based on the number of payable man-hours duly certified and	

	recommended for payment by LRTA. That payment of services rendered shall only be made upon submission of proof of payment for SSS, Philhealth, Pag-ibig contributions, medical insurance and Value Added Tax, as may be applicable, among others, as well as the submission of other supporting documents as required by government accounting and auditing rules and regulations. Non-submission shall be sufficient basis for LRTA to withhold payment for that particular month until such time that the AGENCY comply with the same. It is understood that the consideration shall be correspondingly adjusted if any law, order, rule or regulation, is promulgated or issued increasing minimum wage. **6.5 SURETIES AND PERFORMANCE BONDS** 6.5.1 To guarantee the faithful performance by the AGENCY of its obligations under the contract, it shall post a performance security in accordance with RA No. 9184 and its 2016 Revised IRR and IRR of RA 12009. 6.5.2 The performance security bond shall also answer for the unpaid cost of labor or any liability which may be incurred by the AGENCY by reason of violation by the AGENCY of the provisions of the Labor Code of the Philippines and other social legislations. 6.5.3 In addition, the AGENCY shall post a surety bond in the amount of P50,000.00 to guarantee the payment for damages, and/or losses the LRTA may sustain in connection with the implementation of the contract. Both parties agree that the amount of the bond established herein shall not in any way prejudice the rights of the LRTA to recover from the AGENCY the actual amount of loss/damage sustained by the former by reason of its negligence, acts or omissions or that of its janitors, supervisors and/or agents. 6.5.4 Failure, unsatisfied or delayed one (1) week payment by the AGENCY for two (2) weeks salaries and wages of its personnel under the Janitorial Service Contract shall be the basis for LRTA to call on the performance security. Subsequently, the AGENCY shall reinstate the original value of the performance security after the call has been made and shall deliver to LRTA within five (5) calendar days, certificate of sureties and performance bond. Failure to deliver the new certificate of sureties and performance bond within the prescribed period shall be a ground to deter or hold payment of billings. Two (2) consecutive calls on performance security shall be ground for the cancellation of contract and may blacklist the AGENCY for future bidding. **6.6 WAIVER FROM ANY LIABILITY** The AGENCY shall hold the LRTA free from any liability, course (s) of action, or claims which may be filed by its janitors, supervisors and personnel by reason of their employment by the AGENCY pursuant to the Janitorial Service Contract or under the provision of the Labor Code,	

	the Social Security Act, and all other laws, and regulations now in force or which may hereafter be enacted. In the event LRTA shall be impleaded in any such action or case, LRTA shall be authorized to withhold from the AGENCY's collectible accounts such amounts as would reasonably approximate claims of personnel against the AGENCY. The amount shall answer for judgments against the AGENCY in case the same are levied or exerted against LRTA. **6.7 DISCIPLINE** 6.7.1 The discipline and administration of the janitors and personnel shall conform to the rules and regulations of LRTA. Upon loss of confidence and without liability whatsoever on the part of the LRTA, any or all of the janitors and personnel provided by the AGENCY may be changed immediately upon request to that effect by the former to the latter. The AGENCY cannot pull out any janitor and personnel from LRTA without the consent of LRTA. Infractions by the AGENCY or its personnel shall be penalized in accordance with the schedule hereto attached as ANNEX "C". The list of offenses / schedule of penalties maybe revised by LRTA from time to time when the need arises 6.7.2 The AGENCY hereby authorizes LRTA to deduct automatically from the AGENCY monthly billing any and all fines/penalties imposed for violations or offenses. 6.7.3 LRTA shall have the right to select, refuse or change any janitor or supervisor, prior to assignment to the LRTA premises or during tour of duty. 6.7.4 The AGENCY shall guarantee absolute non-occurrence of any form of mass actions, protest, mass leave, or strike by its janitors and personnel within the premises of the LRTA. **6.8 INSPECTION** 6.8.1 Inspection prior to bidding Date and Time of site inspection of LRTA Revenue Line 2 shall be pre scheduled to be announced during the Pre-Bid Conference by the General Services Division and shall be represented by the LRTA General Services Officer A with the meeting place/assembly area at the Main Lobby, LRTA Line 2 Depot Marcos Highway Santolan, Pasig City 6.8.2 Inspection during the implementation of Contract LRTA or its authorized representative shall have the right to inspect the janitors assigned by the AGENCY at any given time in order to determine the quality and acceptability of the service being performed by the janitors in the proper cleaning, janitorial maintenance and sanitation of the area covered by the contract. **6.9 TERMINATION OF CONTRACT** 6.9.1 Without need of judicial intervention, LRTA may terminate the Janitorial Service Contract in accordance with the relevant provision of RA No. 9184 and its 2016 Revised IRR.	

	7.0 OTHER CONDITIONS **7.1 Resolution of Conflicts** In the event of any conflict arising from the Janitorial Services Contract between LRTA and the AGENCY, the parties shall endeavor to settle their conflicts amicably, failing which, the same shall be submitted to a court of competent jurisdiction. **7.2 Work Schedule** The AGENCY shall submit to LRTA or its duly authorized representative at least five (5) days before each month or before a projected change of schedule of a list and work schedule of their personnel for purposes of controlling issuance of Duty Passes and monitoring. **7.3 Affidavit / Sworn Statement** Monthly payments shall be made only upon the presentation by the AGENCY of a Sworn Statement and proof that payment of salaries and other benefits of its employees for the preceding month have been affected. **7.4 Organizational Set-up** The AGENCY shall submit their Organizational Set-up during the bidding as part of their Technical Requirements. **7.5 Compliance with Gender and Development (GAD) mandates/principles** In the implementation of the project, the contractor/supplier shall comply with the requirements of GAD, particularly on the adherence to gender equality an inclusivity. The Bidder shall submit its Gender Action Plan as part of the bidding documents particularly Bid Envelope No.1 – Technical Documents. The action plan will be subject to the evaluation and endorsement of the LRTA GAD Focal System Committee (GFPS). The Contractor shall ensure the execution of the endorsed GAD Action Plan during the project implementation stage. The workforce complement should at least be within the 30% to 50% GAD-mandated personnel requirement level for the whole project. The Supplier/Contractor shall ensure that the proper tools, equipment and facilities will be available that will enable equal participation of men and women for this Project's activities and reduce gender gaps between men and women. Further, the contractor shall, observe and complied with all the requirements of RA 11058 (Philippines OSH Law) Occupational Safety and Health Standards Law. Protecting workers from workplace, hazards, preventing accidents and promoting over physical and mental well-being at work.	
	Aside from the conformity with the Schedule of Requirements and Technical Specifications, enumerated and specified in Sections VI and	

	VII, respectively, of the Bidding Documents, bidders must also submit the following additional duly signed Technical Documents that must be included in the first envelope, to wit: 1. Organizational Set-Up; 3. Solid Waste Management Plan; 4. Housekeeping Plan; 5. Recruitment and Selection Criteria; 6. Gender and Development (GAD) Plan; 7. ISO 9001-2015 Certification for Janitorial and Housekeeping Services issued by a Certifying Body Accredited by the Philippine Accreditation Bureau; 8. Occupational Safety Health Standards (OHS Law) Plan; 9. Sworn Affidavit that the Agency is in continuous janitorial operation for a minimum of ten (10) years in janitorial business. 10. Proof of liquidity of the Bidder; 11. Documentary Proof of Ownership or Contract of Lease/Rent or Commitment to Lease/Rent signed by the bidder with owner/dealer of the required equipment indicated in ANNEX "D", which must be exclusively deployed for use in the LRTA; and 12. Certification that the equipment to be provided are operational, functional and in good working condition.	

ANNEX A

JANITORIAL MANPOWER LOADING
(Santolan to Recto)

	STATION / TERMINAL	FLEXI TIME	1ST 5AM-1PM	2ND 1PM-9PM	3RD 9PM-5AM	TOTAL
1	Antipolo-Train disinfection team		4	4	0	8
2	Antipolo		6	6	4	16
3	Marikina		5	5	4	14
4	Santolan		4	4	2	10
5	Katipunan		4	4	3	11
6	Anonas		2	2	2	6
7	Cubao		4	4	3	11
8	BG Belmonte		2	2	2	6
9	Gilmore		2	2	2	6
10	J. Ruiz		2	2	2	6
11	V. Mapa		3	3	2	8
12	Pureza		3	3	2	8
13	Legarda		4	4	3	11
14	Recto		7	7	5	19
15	Recto-Train disinfection team		4	4	0	8
16	Mopping	5	0	0	0	5
17	Supervisor		3	3	3	9
18	Landscape	5	0	0	0	5
	TOTAL	**10**	**59**	**59**	**39**	**167**

ANNEX B

PERFORMANCE EVALUATION CRITERIA FOR JANITORIAL SERVICES

AREA	CHECKLIST	YES	NO	RECOMMENDATION
Internal Spaces/Offices	1. Trash containers emptied and cleaned daily.			
	2. Cobwebs from ceiling areas dusted and removed daily.			
	3. Offices, janitorial areas cleaned, sanitized, fumigated and maintained neatly every week.			
	4. Furniture/telephones/partitions surfaces/blinds dusted, cleaned and wiped weekly.			
	5. Light switches/door handles cleaned, sanitized, and polished weekly.			
	6. Walls spot-cleaned Monthly			
External spaces, walls and perimeters	1. Entrances, perimeters and sidewalks swept daily.			
	2. Any trash around buildings picked up and swept daily			
	3. Trash cans emptied and cleaned daily			
	4. Entrance doors cleaned weekly			
	5. Inside and outside windows on all facilities cleaned quarterly (Jan. 15, Apr. 15, Jul. 15, Oct. 15)			
Floors	1. Swept and mopped daily			
	2. Maintained shine on concrete floors			
Restrooms	1. Toilets/sinks cleaned, polished, and sanitized daily			
	2. Trash containers emptied, cleaned, and sanitized daily			
	3. Liquid soap/tissue dispensers filled daily.			
	4. Glass/mirrors cleaned and polished daily			
Other Requirements	1. Ensured all lights turned off and other electrical equipment for austerity measures			
	2. Notified GSD personnel of any observed irregularities or problems involving janitorial concerns immediately			
	3. Delivered and provided all cleaning materials, equipment and supplies stipulated in the Terms of Reference on a monthly basis. To be inspected by GSD Representative.			
	4. Performed other related functions and duties required.			

ANNEX C

LIST OF OFFENSES/ SCHEDULE OF PENALTIES

No.	OFFENSES		FINES/PENALTIES
1	Stealing/ destruction/ damage of LRTA property, employees and other stakeholders.	1st offense	Automatic removal of janitor/ Supervisor
2	Intoxication/under the influence of liquor/drugs while on duty	1st offense	Automatic removal of janitor/ Supervisor
3	Smoking while on duty	1st offense	One (1) day suspension of janitor / Supervisor
		2nd offense	Two (2) days suspension of janitor / Supervisor
		3rd offense	Three (3) days suspension of janitor / Supervisor
		4th offense	Five (5) days suspension of janitor / Supervisor
4	Sleeping on duty	1st offense	One (1) day suspension of janitor / Supervisor
		2nd offense	Two (2) days suspension of janitor / Supervisor
		3rd offense	Three (3) days suspension of janitor / Supervisor
		4th offense	Five (5) days suspension of janitor / Supervisor
5	Abandonement of post	1st offense	One (1) day suspension of janitor / Supervisor
		2nd offense	Two (2) days suspension of janitor / Supervisor
		3rd offense	Three (3) days suspension of janitor / Supervisor
		4th offense	Five (5) days suspension of janitor / Supervisor
6	Dirty/shabby uniform/wearing of civilian clothes	1st offense	One (1) day suspension of janitor / Supervisor
		2nd offense	Two (2) days suspension of janitor / Supervisor
		3rd offense	Three (3) days suspension of janitor / Supervisor
		4th offense	Five (5) days suspension of janitor / Supervisor
7	Non-regulation hair cut		Written reprimand
8	Unathorized Crossing of tracks	1st offense	Automatic removal of janitor/ Supervisor
9	Unauthorized possession of tickets	1st offense	Automatic removal of janitor/ Supervisor
10	Arrogance (after due investigation)	1st offense	Automatic removal of janitor/ Supervisor
11	Unauthorized use of duty ID	1st offense	Automatic removal of janitor/ Supervisor
12	Use of tampered duty ID	1st offense	Automatic removal of janitor/ Supervisor
13	Listening to radio/ watching TV/playing games, cellphone video while on duty	1st offense	Automatic removal of janitor/ Supervisor
14	Reading of newspaper/ comics/ magazines while on duty	1st offense	Automatic removal of janitor/ Supervisor

ANNEX D

LIST OF EQUIPMENT

ITEM NO.	EQUIPMENT TOOLS	QTY
1	FIVE TON CARRYING CAPACITY GARBAGE TRUCK	1
2	MOBILE MAN LIFTER AT LEAST 8 METERS HEIGHT REACH	1
3	PORTABLE MAN LIFTER AT LEAST 12 METERS HEIGHT REACH	1
4	WATER TRUCK W/ PUMP AT LEAST 3000LITERS CAPACITY	1
5	FLOOR POLISHER	13
6	MOP SQUEEZER	13
7	ALUMINUM LADDER	13
8	VACUUM CLEANER	4
9	HOSE (25meters)	4
10	SCAFFOLDING (20ft.)	2
11	GRASS CUTTER	2

Annex "E"

TO ALL INTERESTED BIDDERS:

Please be advised of the schedule and pertinent guidelines on the conduct of **Site Inspection** relative to the above stated procurement, detailed as follows:

I. COVERAGE AND SCHEDULE

Location/Site	: LRT Line 2 Revenue Line (Recto to Antipolo Station)
Date and Time:	: 22 May 2026 (Friday) @ 9:00 A.M
Meeting/Assembly Area	: Administrative Building Lobby, LRTA Line 2 Depot, Marcos Highway, Santolan, Pasig City
Contact Person/Number	: Mr. Renato O. Cresencio / 0997-5546857

II. OBJECTIVES

1. To allow Bidders the opportunity to further understand or validate their understanding of the Bidding Documents, specifically the Technical Specifications/Terms of Reference.

2. To enable Bidders to conduct or complete their conduct of due diligence with respect to the contract under bid vis-à-vis the existing conditions of the subject requirement, areas, premises, and objects of the contract.

3. To enable Bidders to familiarize themselves with and assess the existing conditions of the subject requirement, areas premises, and objects of the contract.

III. NUMBER OF PARTICIPANTS

1. Two (2) participants per company shall be allowed to join the site inspection
2. The LRTA End-User personnel conducting the site inspection shall prepare an attendance sheet in which all participants must sign in and indicate in legible manner their full name, position, and company represented.

IV. ATTIRE

1. Participants are encouraged to wear non-slip safety shoes.

2. Use of hard hat and reflectorized safety vest shall be required. Participants must bring their own.

V. CONDUCT OF SITE INSPECTION

1. Concerned LRTA End-User will supervise the site inspection.

2. LRTA End-User personnel and other LRTA officials, employees and personnel who are on-site will not answer questions from the participants. Bidders are therefore directed to send their queries in writing addressed to the BAC.

3. The activity as well as the participants must not in a way impede or interfere with the normal operations and maintenance of LRT Line 2 System, the activities of the personnel and staff and/or the normal movements of LRTA passengers.

4. In order to facilitate the orderly conduct of the site inspection and for easy mobility, participants are encouraged not to bring heavy or bulky materials, equipment or gadgets. Any material, equipment, or gadget shall be subject to the usual inspection and security processes of LRTA prior to entry in the LRT Line 2 premises.

5. All representatives involved in the activity must log in/log out with the designated security personnel and wear proper identification tags at all times while inside the LRTA premises.

6. Taking of videos and photographs of the subject requirement, area, and other related implements during the site visit is allowed, provided that these shall only be used by the Bidder and only for the purposes of the subject procurement process.

7. The no smoking, no eating/drinking and no littering policy inside the LRTA premises shall be strictly observed.

8. The representatives shall be responsible for their proper conduct at all times during the site inspection. Prospective Bidders and their representatives shall not hold LRTA liable for any injury or loss suffered by them while in LRTA Line 2 premises. However, any damage or loss suffered by the LRTA as a result of the actions of the prospective bidder's representative shall be charged against the said prospective bidder/representative concerned.

9. Request for any documents specifically diagrams, lay-out designs and floor plan and the like should be made in writing addressed to the BAC through its BAC Secretariat.

10. No minutes of the site inspection shall be prepared. Any statement made by any official, employee or personnel of LRTA or any of its supplier or service providers shall not affect the procurement process unless the same is contained in a supplemental bid bulletin duly issued by the BAC.

Section VIII. Philippine Bidding Document Related Forms

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Form No. 1

PR No. : _____ ITB No. : _____

Project Title : _____

Statement of Bidder of All Its On-going Government and Private Contracts, Including Contracts Awarded But Not Yet Started

As of _____

Name of Bidder: _____

Client and Address w/ Contact Person and Contact Details (Tel./Cell No. and/or Email Address	Date of Award	Nature of Contract whether or not supply and delivery	Description of Project/s	Contract Date of Delivery/ Completion	Amount of Contract	Value of Outstanding Contract	Specify whether as Manufacturer, Supplier, Distributor or Sub-Contractor

Bidder is requested to submit copies of Notice of Award and/or Purchase Order/Contract; or equivalent documents for post-qualification evaluation purposes.

Submitted by (Print Name and Sign) Designation

_____ _____

Form No. 2

PR No. : _____ ITB No. : _____

Project Title : _____

Statement of Bidder of at Least One (1) Completed Contract Compliant With the Track Record Requirement Specified in BDS Clause 5.3 In Relation to ITB Clause 5.3

As of _____

Name of Bidder: _____

Client and Address w/ Contact Person and Contact Details (Tel./Cell No. and/or Email Address	Date of Award	Nature of Contract whether or not supply and delivery	Description of Project/s	Date of Completion	Amount of Contract	Specify whether as Manufacturer, Supplier, Distributor or Sub-Contractor

The statement must be accompanied with copies of Contract, AND Certificate of Completion or Acceptance; or equivalent documents evidencing scope of work and contract completion.

Submitted by (Print Name and Sign) Designation

_____ _____

Bid Form for Procurement of Goods

[Note: The duly accomplished form shall be submitted with the Bid]

BID FORM

Project Identification No.: *[Insert number]*

To: [Name of Procuring Entity]

Having examined the Philippine Bidding Documents (PBD) including the Supplemental Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, declare that:

a) I/We have no reservation to the PBD, including the Supplemental Bid Bulletins, for the Procurement Project [Project Title];

b) Select one, delete the other

- I/We undertake to deliver the Goods in accordance with the delivery schedule in the Schedule of Requirements;
- I/We offer to execute the Works for this Contract in accordance with the PBD;

c) The total price of our Bid in words and figures, excluding any discount offered below, is *[insert information]*

d) The discounts offered and the methodology for their application, if any, are: *[insert information];* or indicate N/A if no discount offered]

e) The total bid price in words and figures, after applying the applicable discount, includes the cost of all taxes, such as, but not limited to *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized in the *[Select one, delete the other:* the Price Schedules/ Detailed Estimates].

f) This Bid shall remain valid within a period stated in the PBD, and it shall be binding upon me/us at any time before the expiration of that period;

g) If our bid is accepted, I/we commit to enter to a contract and provide a performance security in the form, amounts, and within the times prescribed in the PBD, and hereby acknowledge the consequences under the IRR of RA No. 12009 on forfeiture of Bid Security or enforcement of Bid Securing Declaration and on Blacklisting.

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

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

I/We certify/confirm that we comply with the eligibility requirements pursuant to the PBD.

The undersigned is authorized to submit the bid on behalf of [Name of the Bidder] as evidenced by the attached [State the Written Authority].

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

Duly authorized to sign the Bid for and behalf of:

[Insert Bidder's Name]

[Signature over Printed Name]
[Position/Designation]
[Date]

Price Schedule for Goods

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

Pricing Details for Goods Offered from Within the Philippines

1	2	3	4	5	6	7	8	9	10
Item	Description	Source of Domestic Product, as certified by the Relevant Agency	Quantity	Unit price exw per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Summary of Bid Prices

*The Procuring Entity may modify the table below as necessary to comply with the requirements of the Procurement Proje*ct.

1	2	3	4
Item No.	Item	Particulars / Description	Total Amount

Note: All amounts per item must be inclusive of all taxes, duties and other charges (i.e. profit margin, administrative cost, etc.)

Name:_____

Signature:_____

Duly authorized to sign the Bid for and behalf of:_____

Price Schedule for Goods

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

Pricing Details for Goods Offered from Abroad

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Summary of Bid Prices

The Procuring Entity may modify the table below as necessary to comply with the requirements of a specific Project.

1	2	3	4
Item No.	Item	Particulars / Description	Total Amount

Note: All amounts per item must be inclusive of all taxes, duties and other charges (i.e. profit margin, administrative cost, etc.)

Name:_____

Signature:_____

Duly authorized to sign the Bid for and behalf of:_____

ANNEX "A"

LIGHT RAIL TRANSIT AUTHORITY
LINE 2 REVENUE LINE

EQUIPMENT DEPRECIATION COST

		A	B	C	D	E	F
ITEM NO.	EQUIPMENT TOOLS	QTY	UNIT COST	TOTAL COST	DEPRECIABLE COST	TOTAL ANNUAL DEPRECIATION	F=TOTAL DEPRECIATION EXP.PER JANITOR
		A	B	C	D= (C- LESS 10% SALVAGE VALUE)	E=D/ESTIMATED USEFUL LIFE, items 1-11 (25 years)	F=E/12 MOS./ NO. OF JANITOR
1	FIVE TON CARRYING CAPACITY GARBAGE TRUCK	1					
2	MOBILE MAN LIFTER AT LEAST 8 METERS HEIGHT REACH	1					
3	PORTABLE MAN LIFTER AT LEAST 12 METERS HEIGHT REACH	1					
4	WATER TRUCK W/ PUMP AT LEAST 3000LITERS CAPACITY	1					
5	FLOOR POLISHER	13					
6	MOP SQUEEZER	13					
7	ALUMINUM LADDER	13					
8	VACUUM CLEANER	4					
9	HOSE (25meters)	4					
10	SCAFFOLDING (20ft.)	2					
11	GRASS CUTTER	2					
					TOTAL DEPRECIATION EXPENSES PER JANITOR PER MONTH		

ANNEX "B"

REQUIRED EQUIPMENT AND MATERIALS

REVENUE LINE 2 SYSTEM

SUPPLIES AND MATERIALS

A.

A1. MONTHLY SUPPLIES		**QUANTITY**	**UNITS**	**UNIT COST**	**TOTAL**
1	Powder detergent	780	kilos		
2	Chlorine	52	gals.		
3	Deodorant Cake	60	pcs		
4	Scotch Brite	300	pcs		
5	Insecticide	26	can		
6	Air Freshener	26	gals.		
7	Disinfectant	26	gals.		
8	Pranela	100	yard		
9	Mop Head	52	pcs.		
10	Mop Handle	30	pcs.		
11	Toilet Bowl Cleaner	18	gals.		
12	Spatula	20	pcs.		
13	Liquid Hand Soap	156	gals.		
14	Rubber Gloves	50	pcs		
15	Spray Gun	48	pcs		
	GARBAGE BAG:				
16	Black (XXL)	2340	pcs.		
17	Green (XXL)	1170	pcs.		
18	Yellow (XXL)	1170	pcs.		
	MONTHLY TOTAL				
	ANNUAL TOTAL				

A11.QUARTERLY SUPPLIES		**QUANTITY**	**UNITS**	**UNIT COSTS**	**TOTAL**
1	Soft Broom	39	pcs.		
2	Stick Broom	18	pcs.		
3	Dust Pan	30	pcs.		
4	Mop Handle	30	pcs.		
5	Ceiling Broom	13	pcs.		
6	Toilet Brush	13	pcs.		
7	Toilet Pump	13	pcs.		
8	Push Brush	13	pcs.		
9	Plastic Pail	33	pcs.		
10	Glass Cleaner	13	gals.		
11	Water Dipper (Tabo)	13	pcs.		
12	Polishing Pad	26	pcs.		
13	Scrubbing Pad	26	pcs.		
14	Metal Polish	13	pcs.		
15	Polisher Bracket	13	pcs.		
16	Glass Squeegee	20	pcs.		
	QUARTERLY TOTAL				
	ANNUAL TOTAL				

A111.QUARTE	**FOR HOLY WEEK SUPPLIES**	**QUANTITY**	**UNITS**	**UNIT COSTS**	**TOTAL**
1	Industrial Gloves	80	pair		
2	Reflectorized Vest	40	pcs.		
3	Floor Squeegee (32 inches)	4	pcs.		
4	Safety Harness	8	pcs.		
	TOTAL				
	ANNUAL TOTAL				

A1111. ANNUAL SUPPLIES		**QUANTITY**	**UNITS**	**UNIT COST**	**TOTAL**
1	Belt Bag	52	pcs.		
2	Plastic Drum	13	drum		
3	Bolo (itak)	1	pc		
4	Garden Scissor (big)	1	pc		
5	Warning Device Cone Type (Medium) 6x13	78	pcs.		
	ANNUAL TOTAL				
		GRAND TOTAL (1+11+111+1111)			
		Amount of Supplies/Materials per head per month			

ANNEX "C"

NIGHT DIFFERENTIAL
JANITORS REVENUE LINE 2 SYSTEM

22,877.08	Average pay per Month				
		Computation Rate			
Night Differential	22,877.08/30days/8hrs x 0.10			Php9.53	per hr

Schedule	Night Differential (hours)	No. of Working Days	Night Differential rate per hour	TOTAL Night Differential
5am-1pm	1	30	9.53	285.90
9pm-5am	7	30	9.53	2,001.30
Night Differential for 8 hours				2,287.20

ANNEX "D"

PROCUREMENT OF JANITORIAL SERVICES FOR THE LRTA
DAY & NIGHT SHIFT COST BREAKDOWN
per janitor per month based on 8 hours work per day
Computation based on 395 days/year as per Rules Implementing Wage Order No. NCR-26
Revenue Line 2 Antipolo-Recto Station

	AMOUNT DIRECTLY TO THE JANITOR	**Without Night Differential**	**With Night Differential (1hour)**	**With Night Differential (7 hours)**
1	LET W = New Daily Rate as per Wage Order NCR - 26	695.00	695.00	695.00
2	Average Pay/Month = W x 395/12	22,877.08	22,877.08	22,877.08
3	13Th Month Pay = W x 365 x 1/12 x 1/12 (as per PD 851)	1,761.63	1,761.63	1,761.63
4	Incentive pay (5 days) = W x 5/12 As per Article 95 of the Labor Code, Chapter 3	289.58	289.58	289.58
5	Night Differential Pay as per Annex E	0.00	285.90	2,001.30
A. TOTAL AMOUNT DIRECTLY TO JANITOR (#2-5)		24,928.30	25,214.20	26,929.60
6	SSS (Employer's share as per SSS Contribution schedule effective January 2025)	2,000.00	2,000.00	2,000.00
	MPF	300.00	300.00	300.00
7	ECC Standard	30.00	30.00	30.00
8	Philhealth (Premium Contribution Table 2025 Employers share)	1,056.98	1,056.98	1,056.98
9	Pag-ibig Fund (RA 7742) 2% 0f Php 5,000.00	200.00	200.00	200.00
B. TOTAL AMOUNT PAYABLE TO GOVERNMENT (#6-9)		3,586.98	3,586.98	3,586.98
C. TOTAL AMOUNT TO JANITOR AND GOVERNMENT (A + B)		**28,515.28**	**28,801.18**	**30,516.58**
D. SUPPLIES AS PER ANNEX B (AI + AII + AIII) N%				
E. EQUIPMENT DEPRECIATION AS PER ANNEX A				
F. TOTAL COST PER JANITOR(C+D+E)				

All items must contain amounts. Items A, B and C are fixed. Bidders shall provide the amounts for items D, E, and F. Failure to comply with this shall be considered an incomplete bid, hence shall result to automatic disqualification from the bidding.

Name:_____

Signature:_____

Duly authorized to sign the Bid for and behalf of:_____

ANNEX "E"

COMPUTATION OF BID				
DESCRIPTION/DETAIL	REVENUE LINE			
	Without Night Differential	With Night Differential (59 utility for 1hour)	With Night Differential (39 utility for 7hours)	Total Amount for 1 year Contract
TOTAL COST PER JANITOR				
No. of Janitors	69	59	39	167
Monthly Cost (Total Cost Per Janitor) X No. of Janitors				
Annual Cost (monthly cost X 12)				
ADD: ADMINISTRATIVE COST				
SUB-TOTAL				
ADD: 12 % Value Added Tax				
TOTAL BID PRICE				

Contract Form

[Note: The duly accomplished form is not required to be submitted with the Bid but shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT FOR [Insert Project Title]

This CONTRACT executed on the _____ day of _____ 20_____ by and between:

[Name of Procuring Entity], a government agency of the Republic of the Philippines, hereinafter called "the Entity";

-and-

[Name of Supplier /Contractor/ Consultant] a company duly organized and existing under the laws of [city and country], with principal office at [insert address], hereinafter called "the Supplier".

WHEREAS, the Entity invited Bids for certain goods and services/works/consulting services, particularly *[Brief description of Project]*;

WHEREAS, the Supplier/Contractor/Consultant submitted a responsive bid and was awarded the contract for the procurement in the total amount of *[Contract price in words and figures, including currency],* hereinafter referred to as the "Contract Price."

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:

1. Unless otherwise stated, terms and expressions used in this Contract shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Contract.

2. The following documents as required by the Implementing Rules and Regulations of Republic Act No. 12009 shall form part and be read and construed as integral parts of this Contract, *viz.*:

    a. Philippine Bidding Document (PBD); *[Select one, delete the others]*

    - *For Procurement of Goods*

        i. Invitation to Bid;
        ii. Instruction to Bidders;
        iii. Bid Form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
        iv. Bid Data Sheet;
        v. Schedule of Requirements;
        vi. Technical Specifications;
        vii. General and Special Conditions of Contract;
        viii. Supplemental Bid Bulletins, if any; and

ix. Other contract documents that may be required by existing laws and/or the Entity.

- *For Procurement of Infrastructure Projects*

  i. Drawings/Plans;
  ii. Specifications;/Scope of Work;
  iii. Bill of Quantities;
  iv. General and Special Conditions of Contract; and
  v. Supplemental Bid Bulletins, if any;

- *For Procurement of Consulting Services*

  i. General and Special Conditions of Contract;
  ii. Terms of Reference;
  iii. Request for Expression of Interest;
  iv. Instructions to Bidders;
  v. Bid Data Sheet;
  vi. Addenda and/or Supplemental/Bid Bulletins, if any;
  vii. Bid forms, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents/ statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
  viii. Eligibility requirements, documents and/or statements;
  ix. Performance Security;
  x. Notice of Award of Contract and the Bidder's *conforme* thereto; and
  xi. Other contract documents that may be required by existing laws and/or the Entity.

b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;

c. Performance Security;

d. Notice of Award of Contract; and the Bidder's Conforme thereto; and

e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBD, such as but not limited to the Notice to Proceed and Warranty Security.

13. In consideration of the Contract Price of *[Contract Price in words and figures],* or such other sums as may be determined in accordance with the terms of the Contract, the Supplier/Contractor/Consultant agrees to deliver and perform the items and related services for the *[Project Title]* described herein in accordance with the terms and conditions specified in the Contract and its annexed documents.

14. The *[Name of the Procuring Entity]* agrees to pay the above-mentioned sum to the Supplier/Contractor/Consultant in accordance with the schedule and manner provided in the Bidding Documents and its annexes.

15. Any dispute, difference, or claim arising out of or relating to this Contract, including its existence, validity, interpretation, breach, or termination thereof, may be submitted to arbitration or other form of alternative dispute resolution in accordance with the

applicable law, such as Republic Act No. 9285 (Alternative Dispute Resolution Act of 2004) or Executive Order No 1008, series 1985 (Construction Industry Arbitration Law).

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

For the Procuring Entity	*For the Bidder*
Head of the Procuring Entity or Duly Authorized Representative	Duly authorized to sign the Contract for and behalf of *[Bidders Name]*:
[Signature over Printed Name] *[Position/Designation]* *[Date]*	*[Signature over Printed Name]* *[Position/Designation]* *[Date]*

Signed in the presence of:

[Name and Signature] *Witness – Procuring Entity*	*[Name and Signature]* *Witness- Supplier*

ACKNOWLEDGMENT

BEFORE ME, A Notary Public for and in the _____, City/Province of _____, this _____ day of _____, 20_____, personally appeared the above-named persons who have satisfactorily proven to me their identity, through their identifying documents written below their names and signatures, that they are the same persons who executed and voluntarily signed the foregoing instrument consisting of ____ pages, including this page where this Acknowledgement is written, which they acknowledged before me as their free and voluntary act and deed.

WITNESS MY HAND AND SEAL this ___ day of *[month] [year].*

NAME OF NOTARY PUBLIC

Notarial Commission No. _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. __, *[date issued], [place issued]*
IBP No. __, *[date issued], [place issued]*

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

Omnibus Sworn Statement Form

[Note: The duly accomplished form shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

OMNIBUS SWORN STATEMENT

I, *[Name of Affiant]*, of legal age, *[Civil Status]*, *[Nationality]*, and with residence at [*Address of Affiant]*, after having been duly sworn in accordance with law, do hereby depose and state that:

1. *Select one, delete the others:*

   - *If sole proprietorship:* I am the sole proprietor or authorized representative of *[Name of Bidder]* with office address at *[Address of Bidder]*;

   - *If partnership, corporation, cooperative, or joint venture:* I am the duly authorized and designated representative of *[Name of Bidder]* with office address at *[Address of Bidder]*;

   - *If individual consultant not registered under a sole proprietorship, in case of Consulting Services:* I am the individual consultant or authorized representative of *[Name of Bidder]* with office address at *[Address of Bidder]*;

2. ***Select one, delete the others:***

   - *If sole proprietorship:* As the owner and sole proprietor or authorized representative of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Project Title]* of the *[Name of the Procuring Entity][insert* "as supported by the attached duly notarized Special Power of Attorney" *for authorized representative]*;

   - *If partnership, corporation, cooperative, or joint venture:* I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Project Title]* of the *[Name of the Procuring Entity]*, as supported by the attached duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable*;*

   - *If individual consultant not registered under a sole proprietorship, in case of Consulting Services:* As the individual consultant or authorized representative of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Project Title]* of the *[Name of the Procuring Entity]*, as supported by the attached duly notarized Special Power of Attorney *for authorized representative*;

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board; by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *Select one, delete the others:*

   - *If sole proprietorship :* The *[Name of Bidder]* and its spouse are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

   - *If partnership :* The partnership itself and the partners of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

   - *If cooperative:* The cooperative itself and members of the board of directors, general manager, or chief executive officer of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

   - *If corporation, or joint venture:* The corporation or joint venture itself, and officers, directors, and controlling stockholders of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

   - *If individual consultant not registered under a sole proprietorship, in case of Consulting Services:* The individual consultant and its spouse are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

7. It is understood that failure to faithfully disclose its relationship with the Head of the Procuring Entity, members of the BAC, the TWG, and the BAC Secretariat, the head of the PMO or the end-user unit or implementing unit, and the project consultants of the Procuring Entity, or of the procurement agent by consanguinity or affinity up to the third civil degree, as well as its submission of beneficial ownership information containing false entries shall be subject to blacklisting under Section 100 of the Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 12009, without prejudice to criminal and civil liabilities under applicable laws, including their accessory penalties, if any.

Select one, delete the rest:

- *In case of corporations: [Name of Bidder]* declares its beneficial ownership information consistent with its updated General Information Sheet or Beneficial Ownership Declaration Form or any other document duly submitted to the SEC and has maintained a valid and updated file therein in compliance with Sections 20.2.9.1, 81, and 82 of the IRR of RA No. 12009.

- *In case of Foreign Bidders: [Name of Bidder]* submitted an appropriate equivalent document in English issued by the country of the bidder concerned in accordance with Section 20.2.9.2 of the IRR of RA No. 12009.

8. *[Name of Bidder]* complies with existing labor laws and standards; and

9. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:

    a) Carefully examine all of the Bidding Documents;

    b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;

    c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and

    d) Inquire or secure Supplemental Bid Bulletin(s) issued for the *[Project Title]*.

10. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

11. In case advance payment was made or given to *[Name of Bidder]*, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability under existing laws.

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of ___, 20__ at _____, Philippines.

Duly authorized to sign the Bid for and behalf of:

[Insert Bidder's Name]

[Affiant's Signature over Printed Name]
[Position/Designation]
[Date]

JURAT

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

WITNESS MY HAND AND SEAL this ___ day of *[month] [year].*

NAME OF NOTARY PUBLIC
Notarial Commission No. _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. __, *[date issued], [place issued]*
IBP No. __, *[date issued], [place issued]*

Doc. No. _____
Page No. _____
Book No. _____
Series of _____.

Bid Securing Declaration Form

[The duly accomplished form shall be submitted with the Bid if bidder opts to provide this type of bid security]

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

BID SECURING DECLARATION

Project Identification No.: *[Number]*

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

I/We, the undersigned, declare that:

1) I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration;

   [Insert paragraph for Unsolicited Offer with Bid Matching]

   I/We understand that upon conferment of the original offeror status under Section 30.6 of the Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 12009, the offeror shall submit a Bid Securing Declaration within ten (10) days from the receipt of the certificate of conferment;

2) Select one, delete the other:

   - I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any Procuring Entity upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the Procuring Entity for the commission of acts resulting to the enforcement of the Bid Securing Declaration under Sections 52.2 (a), 63.2, 69.1 and 100, except 100.3 (c),of the IRR of Republic Act No. 12009; without prejudice to other legal action the government may undertake; and

   (For Unsolicited Offer with Bid Matching)

   - I/We accept that: I/we will be automatically disqualified from any procurement opportunity of the Procuring Entity for a period of one (1) year on the first offense, two (2) years on the second offense, and perpetually on the third offense without prejudice to other legal action the government may undertake.

3) I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:

   a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;

   b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;

[Insert this paragraph for Unsolicited Offer with Bid Matching]

b) Upon contract award and the LCCRB is not the original offeror; or

c) I am/we are declared the bidder with the *[Insert Award Criterion[1]]* and I/we have furnished the performance security and signed the Contract.

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

Duly authorized to sign the Bid for and behalf of:

[Insert Bidder's Name]

[Signature over Printed Name]
[Position/Designation]
[Date]

JURAT

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

WITNESS MY HAND AND SEAL this ___ day of *[month] [year].*

NAME OF NOTARY PUBLIC
Notarial Commission No. _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. __, *[date issued], [place issued]*
IBP No. __, *[date issued], [place issued]*

Doc. No. _____
Page No. _____
Book No. _____
Series of _____.

Republic of the Philippines
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Government Procurement Policy Board