

PHILIPPINE BIDDING DOCUMENTS

Three-Year Janitorial Service Contract for PhilHealth Regional Office IVA (PRO IVA) Main Office and its Local Health Insurance Offices (LHIO)

Per IB no. 2021-PB-06

Government of the Republic of the Philippines

**Sixth Edition
July 2020**

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

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FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

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PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

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Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.

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INVITATION TO BID FOR

**Three Year Janitorial Service Contract for PhilHealth Regional Office IVA (PRO IVA)
Main Office and its Local Health Insurance Offices (LHIO)
No. 2021-PB-06**

1. The **PhilHealth Regional Office IVA (PRO-IVA)**, through the Corporate Operating Budget (COB) 2021 and Approved Budget for the Contract (ABC) intends to apply the sum of **Eleven Million Three Hundred Seventeen Thousand Two Hundred Ninety-Nine Pesos only (₱11,317,299.00)** being the ABC to payments under the contract for **Three Year Janitorial Service Contract for PRO IVA and its LHIOs**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **PhilHealth Regional Office IVA (PRO-IVA)** now invites bids for the above Procurement Project. Delivery of the Services is required by **January 1, 2022**. Bidders should have completed, within 3 years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184. Prospective Bidders are reminded of compliance to GPPB Resolution No. 16-2020.
4. Prospective Bidders may obtain further information from **PhilHealth Regional Office IVA (PRO-IVA)** and inspect the Bidding Documents at the address given below during working days at 8:00 am to 5:00 pm.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **September 7, 2021 to September 28, 2021, 9:30 a.m.** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **PhP 10,001.00**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees thru any of the following:

A. Presented in Person

B. Bank deposit following the conditions hereunder:

- Deposit shall only be in a form of Cash or Manager's Check;
- Deposit shall be made on or before **September 27, 2021** (a day before Opening of Bid). Likewise, deposit of payment shall be made before the bank's cut-off time or 11am. Bank details shall be provided to the bidder upon expression of their interest to use this manner of payment;

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- Bank validated deposit slip shall be sent to the official email of PRO IVA BAC (bac.pro4a@philhealth.gov.ph) for validation purposes of our Fund Management Section (FMS);
- Interested bidder shall make sure that PRO IVA BAC, thru its Secretariat, is immediately informed of the payment made;
- PhilHealth Official Receipt (POR) shall be issued within the payment date provided that the above requirements were met. It is the responsibility of the bidder to pick-up the original copy of the official receipt of the bidding documents. Sending it thru courier in favor of the bidder is not the responsibility of the BAC. A copy of POR shall be sent to the bidder thru email the soonest possible time it becomes available.

C. Online Payment Facility following the conditions hereunder:

- Transfer of Fund shall be made on or before **September 27, 2021** (a day before Opening of Bid). Likewise, it shall be made before 11am. Bank details shall be provided to the bidder upon expression of their interest to use this manner of payment;
- Confirmation Slip for transfer of fund shall be sent to the official email of PRO IVA BAC (bac.pro4a@philhealth.gov.ph) for validation purposes of our Fund Management Section (FMS);
- Interested bidder shall make sure that PRO IVA BAC, thru its Secretariat, is immediately informed of the payment made;
- PhilHealth Official Receipt (POR) shall be issued within the payment date provided that the above requirements were met. It is the responsibility of the bidder to pick-up the original copy of the official receipt of the bidding documents. Sending it thru courier in favor of the bidder is not the responsibility of the BAC. A copy of POR shall be sent to the bidder thru email the soonest possible time it becomes available.

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 **September 28, 2021, 9:30AM.**

6. The **PhilHealth Regional Office IVA (PRO-IVA)** will hold a Pre-Bid Conference¹ on **September 15, 2021, 9:30 a.m.** at PRO IVA Main Office Training Room and/or through video conferencing or webcasting - Microsoft Teams, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat-manual submission at the office address indicated below on or before **September 28, 2021, 9:30 a.m.** Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

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9. Bid opening shall be on **September 28, 2021, 9:30 a.m.** at the given address below and/or via Microsoft Teams. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. Bidders who have acquired the bidding documents and have submitted their bid proposal prior to the scheduled deadline of submission of bids and Opening of Bid may inform the BAC Secretariat if they want to participate thru online using MS Teams platform.
11. The official time clock shall be the clock located at the lobby of PRO IVA Main Office following the Philippine Standard Time (PST).
12. The **PhilHealth Regional Office IVA (PRO IVA)** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
13. For further information, please refer to:

BENJIE A. CUVINAR – SBAC Head

PRO IVA SBAC

Lucena Grand Central Terminal Brgy. Ilayang Dupay Lucena City

Email Address: bac.pro4a@philhealth.gov.ph

Tel. No.: (042) 373-7782

Fax No.: (042) 373-7056

14. You may visit the following websites:

For downloading of Bidding Documents: www.philhealth.gov.ph

Date of Issue:

September 7, 2021



SANTIAGO G. ABARICIA, M.D.
PRO IVA BAC Chairperson



Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

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1. Scope of Bid

The Procuring Entity, from **PhilHealth Regional Office IVA (PRO-IVA)** wishes to receive Bids for the Three-Year Janitorial Service Contract for PRO IVA and its LHIOs, with identification number 2021-PB-06.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for CY 2021 in the amount of **Eleven Million Three Hundred Seventeen Thousand Two Hundred Ninety Nine Pesos only (₱11,317,299.00)**

2.2. The source of funding is GOCC and GFIs, the Corporate Operating Budget.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

5.2. Foreign ownership exceeding those allowed under the rules may participate

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pursuant to:

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

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

8. Pre-Bid Conference

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

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9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within three (3) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

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

13. Bid and Payment Currencies

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

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

- a. Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration² or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

² In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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- 14.2. The Bid and bid security shall be valid until **January 25, 2022**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall

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consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

Option 1 – One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

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Section III. Bid Data Sheet

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

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Bid Data Sheet

| ITB Clause | |
|------------|---|
| 5.3 | <p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC. completed within <i>three (3) years</i> prior to the deadline for the submission and receipt of bids. |
| 7.1 | <i>Subcontracting is not allowed.</i> |
| 12 | The price of the Goods shall be quoted DDP <i>Philippines</i> or the applicable International Commercial Terms (INCOTERMS) for this Project. |
| 14.1 | <p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> The amount of not less than PhP 226,345.98, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or The amount of not less than PhP 565,864.95 if bid security is in Surety Bond. |
| 15 | Bidders shall submit three copies of both Technical and Financial Components properly labeled as Original, Copy 1 and Copy 2. |
| 19.3 | <p><i>Refer to the Technical Specifications.</i></p> <p>Bid price shall be fixed and shall not be adjusted during contract implementation, except for the following causes:</p> <ol style="list-style-type: none"> Issuances of new wage order or law increasing the minimum daily wage; Increase in taxes; and/or Increase or decrease in the number of manpower PhilHealth may require; Increase or decrease in mandatory premium contributions in SSS, PAG-IBIG and PhilHealth. <p>In case of adjustment of contract price based on the above conditions, only the amount due to the janitorial personnel and the corresponding contributions to government institutions shall be adjusted and NOT the Agency Fee.</p> |

| | <p>Pursuant to Universal Health Care Act, the following shall be the applicable percentage of contribution for the following years:</p> <table border="1"> <thead> <tr> <th>Year</th><th>Premium Rate</th></tr> </thead> <tbody> <tr> <td>2022</td><td>4%</td></tr> <tr> <td>2023</td><td>4.5%</td></tr> <tr> <td>2024</td><td>5%</td></tr> </tbody> </table> <p>However, computation shall be based on the actual or existing premium rate upon contract implementation.</p> | Year | Premium Rate | 2022 | 4% | 2023 | 4.5% | 2024 | 5% |
|------|--|------|--------------|------|----|------|------|------|----|
| Year | Premium Rate | | | | | | | | |
| 2022 | 4% | | | | | | | | |
| 2023 | 4.5% | | | | | | | | |
| 2024 | 5% | | | | | | | | |
| 19.5 | Prospective Bidders are reminded of compliance to GPPB Resolution No. 16-2020. | | | | | | | | |
| 20.1 | <p>Note: The latest income and business tax returns are those within the last six (6) months preceding the date of bid submission.</p> <p>Additional requirement:</p> <ul style="list-style-type: none"> a. NLRC Certificate stating that the agency has no adverse decided case in areas where it has on-going or completed contracts as of December 2019 to present, or details/nature of case/s if any. b. SSS and PAG-IBIG certification of no delinquency of monthly premium payments for both the employer and employees or proof of remittance for <u>twelve (12) months prior to Opening of BID</u> of the janitorial agency concerned. c. PhilHealth Remittance from <u>twelve (12) months prior to Opening of Bid</u> or Certificate of Good Payment Standing from PhilHealth Office. d. Valid Permits/Licenses/documents (for those submitted during application for PhilGEPS Registration Certificate but already reached their expiration date). | | | | | | | | |
| 20.2 | <i>No further instructions.</i> | | | | | | | | |

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

| GCC Clause | |
|------------|---|
| 1 | <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad:]</i> “The delivery terms applicable to the Contract are DDP delivered to PhilHealth Regional Office IVA, Philippines in accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines:]</i> “The delivery terms applicable to this Contract are delivered to PhilHealth Regional Office IVA, Philippines Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is:</p> <p>JOSEPH ADRIAN R. REJANO OIC, Administrative Services Section PhilHealth Regional Office IVA (PRO IVA) Lucena Grand Central Terminal, Brgy. Ilayang Dupay, Lucena City</p> |
| 3 | <p>As stated in Government Procurement Policy Board (GPPB) Resolution No. 09-2020, a Performance Securing Declaration (PSD) may be submitted in lieu of a performance security to guarantee the winning bidder’s faithful performance of obligations under the contract, subject to the following:</p> <ol style="list-style-type: none"> a. Similar to the PSD used in Framework Agreement, such declaration shall state, among others, that the winning bidder shall be blacklisted from being qualified to participate in any government procurement activity for one (1) year, in case of first offense or two (2) years, if with prior similar offense, in the event it violates any of the conditions stated in the contract. b. An unnotarized PSD may be accepted, subject to submission of a notarized PSD before payment, unless the same is replaced with a performance security in the prescribed form, as stated below; |



| | |
|-----|--|
| | <p>c. The end-user may require the winning bidder to replace the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 upon lifting of the State of Calamity, or community quarantine or similar restrictions, as the case may be.</p> |
| 2.2 | <p>Partial payment is not allowed.</p> <p>Payment shall be made within thirty (30) days after complete delivery to and acceptance by PHILHEALTH and upon submission of winning bidder of the STATEMENT OF BILLING ACCOUNT and other documentary requirements as may be required by PHILHEALTH.</p> |

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Section VI. Schedule of Requirements

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

| Item Number | Description | Quantity | Total | Delivered, Weeks/Months |
|--------------------|---|-----------------|--------------|---|
| 1 | Three- Year Janitorial Service Contract for PRO IVA and its LHIOs | 1 | lot | Three years from the date indicated in the contract |

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Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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

Technical Specifications

| Item | Specification | Statement of Compliance |
|------|--|-------------------------|
| | <p>A. OBJECTIVE</p> <p>To acquire a reputable supplier of janitorial services that will provide efficient janitorial services to the Corporation; has a pool of well trained personnel who are able to provide adequate, reliable maintenance services to ensure orderliness and sanitation within the Corporation's premises.</p> <p>B. SCOPE OF SERVICES</p> <p>Janitors shall render eight (8) hours of work everyday from MONDAY to SATURDAY on a shifting schedule from 6:00 a.m. to 3:00 p.m. and 8:00 a.m. to 5:00 p.m. (unless otherwise requested in writing by the General Service Unit (GSU) in order to perform the following tasks to the satisfaction of the Offices concerned. Weekly routine shall be done on Saturdays at 7:00 a.m. to 4:00 p.m. or 8:00 a.m. to 5:00 p.m.</p> <p>I. Daily Routine. The daily routine services to be rendered by the janitors assigned by the Janitorial Agency shall include:</p> <ol style="list-style-type: none"> Sweeping, dusting, mopping and polishing floors of all rooms, corridors, lobbies, stairs and entrances or areas which may be specified by the client; Cleaning and wiping of all office tables, glass tops, furniture and fixture, equipment, appliances, window ledges, counters, doorknobs, and glass partitions and doors; Cleaning and sanitizing of comfort rooms and pantries, bath and kitchens sinks and removal of spots or stains from floors and other surfaces; Fetching water and filling of containers in the comfort rooms when water is not available; Cleaning driveways, parking spaces and immediate surroundings of the buildings (for rented office space and warehouses); Proper disposal of solid waste from various parts of the area assigned to the designated trash storage of PROIVA compound; Upkeep of indoor potted plants. Keeping free of obstructions of all corridors/hallways, lobbies, entrances, and stairways. Switching off all lighting when not in use and report areas where | |

| | | |
|--|--|--|
| | <p>illumination is necessary.</p> <ul style="list-style-type: none"> j. Checking/closing of all windows and doors before retiring at 5:00 p.m. k. Report necessary repair works in their work areas to GSU immediately. l. Perform other duties as may be required/assigned from time to time with respect to janitorial sanitation and utility works. m. Removal of dried leaves from indoor plants and outdoor trees and shrubs. n. Watering of plants and orchids. o. Stay in respective post for janitorial/errand work. p. Attend to the needs of the weekly staff meeting as required. q. Monitor water dispenser/s within the assigned area/s & replace empty water container/s with filled one/s. <p>II. Weekly Routine. The weekly routine services to be rendered by janitors assigned by the Janitorial Agency include:</p> <ul style="list-style-type: none"> a. Spot scrubbing, dirt stain removal and cleaning of chairs, carpets, and rugs; b. Thorough cleaning, washing and scrubbing of all rooms and comfort rooms facilities; c. Cleaning and polishing on the inner surfaces of all window glasses, sun baffles, walls, counters, light diffusers, picture frames and wall hanging, and; d. Washing, scrubbing, stripping, waxing and polishing floors. <p>III. Monthly Routine. Monthly routine services to be rendered by janitors assigned by the Janitorial Agency include:</p> <ul style="list-style-type: none"> a. Dusting and removing of cobwebs from ceiling of the premises; b. Cleaning of ornamental plants and polishing of metal signs; c. General cleaning of draperies and blinds; d. Spraying of insecticides and other pest control activities; e. Disinfecting of all bathrooms. | |
|--|--|--|

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f. Refilling of liquid deodorizers in all bathrooms.

g. Application of fertilizer.

h. Grass cutting of PRO IVA Lot.

IV. Quarterly Routine. Quarterly routine services to be rendered by janitors assigned by the Janitorial Agency include:

a. Thorough and general cleaning of all areas

b. Thorough shampooing of all chairs, panels, carpets and rugs.

V. Miscellaneous Routine. Miscellaneous services to be rendered by janitors as per request of the concerned units through the GSU include but not limited to:

a. Miscellaneous work such as carrying, transporting or moving of office furniture, equipment supplies within the premises as may be assigned from time to time.

b. Rendition of overtime services during emergency and urgent situations may be allowed as determined by GSU and subject to approval of Division Chief of Management Service Division (MSD).

c. Report to the Administrative Officer any damaged/leaking pipe plumbing, water and toilet facilities, electrical installations, and any damaged furniture and fixture that will need immediate repair.

VI. SUPPLIES, MATERIALS AND EQUIPMENT

The Janitorial Agency shall provide enough supplies and materials to ensure and maintain cleanliness and orderliness of the area/s being serviced. All supplies and materials to be provided by janitorial services should be of guaranteed high – grade quality to ensure and maintain maximum cleaning results.

Minimum supplies to be provided are as follows:

A.) Regional Main Office

I.) Monthly Supplies

| | | | |
|---|--|-----|-------|
| 1 | Rags | 3 | kilos |
| 2 | Powder Soap (all purpose) | 9 | kilos |
| 3 | Deodorant Cake | 48 | pcs |
| 4 | Insecticide Spray, (500 ml), water-based | 2 | cans |
| 5 | Air Freshener Spray (325 ml.) | 6 | cans |
| 6 | Plastic Garbage, 10" x 10" x 12" | 300 | pcs |
| 7 | Plastic Garbage, 18" x 18" x 36" | 100 | pcs |
| 8 | Mop Head | 4 | pcs |

| | | | |
|----|--|---|---------|
| 9 | Zonrox/Clorox, or equivalent | 4 | gallons |
| 10 | Toilet Bowl Cleaner (TBC) | 1 | gallons |
| 11 | Rubber Glove | 6 | pairs |
| 12 | Scrub Pad (Scotch Brite or equivalent) | 4 | pcs |

I

II. Quarterly Supplies

| | | | |
|---|--------------------------------------|----|-----|
| 1 | Doormat | 16 | pcs |
| 2 | Soft Broom | 2 | pcs |
| 3 | Stick Broom | 4 | pcs |
| 4 | Toilet Bowl Brush, Heavy Duty | 4 | pcs |
| 5 | Hand Brush | 4 | pcs |
| 6 | Floor Mop Head Microfiber (Spinning) | 6 | pcs |

III. Semi-Annual Supplies

| | | | |
|---|-------------------------|---|-----|
| 1 | Mop Handle | 6 | pcs |
| 2 | Ceiling Broom | 2 | pcs |
| 3 | Dust Pan | 6 | pcs |
| 4 | Toilet Pump with Handle | 4 | pcs |

IV. Annual Supplies

| | | | |
|---|------------|---|-----|
| 1 | Push Brush | 4 | pcs |
|---|------------|---|-----|

V. One Time Issuance

| | | | |
|---|---|----|-------|
| 1 | Small trash can | 30 | pcs |
| 2 | 360° Rotating Head Floor Mop Bucket with Head Microfiber (Spinning) | 6 | units |
| 3 | Pail, 4 Gallon Capacity (damaged/broken ones shall be replaced by Janitorial Agency) | 6 | pcs |

B.) Local Health Insurance Offices

I.) Monthly Supplies

| | | | |
|----|--|-----|--------|
| 1 | Rags | 1 | kilo |
| 2 | Powder Soap (all purpose) | 4 | kilos |
| 3 | Deodorant Cake | 24 | pcs |
| 4 | Insecticide Spray, (500 ml), water-based | 1 | can |
| 5 | Air Freshener Spray (325 ml.) | 2 | cans |
| 6 | Plastic Garbage, 10" x 10" x 12" | 100 | pcs |
| 7 | Plastic Garbage, 18" x 18" x 36" | 40 | pcs |
| 8 | Mop Head | 1 | pc |
| 9 | Zonrox/Clorox, or equivalent | 6 | liters |
| 10 | Toilet Bowl Cleaner (TBC) | 1 | liter |
| 11 | Rubber Glove | 1 | pair |
| 12 | Scrub Pad (Scotch Brite or equivalent) | 2 | pcs |

II.) Quarterly Supplies

| | | | |
|---|--------------------------------------|---|-----|
| 1 | Doormat | 4 | pcs |
| 2 | Soft Broom | 2 | pcs |
| 3 | Stick Broom | 2 | pcs |
| 4 | Toilet Bowl Brush, Heavy Duty | 2 | pcs |
| 5 | Floor Mop Head Microfiber (Spinning) | 1 | pc |

III.) Semi-Annual Supplies

| | | | |
|---|-------------------------|---|-----|
| 1 | Mop Handle | 1 | pc |
| 2 | Ceiling Broom | 1 | pc |
| 3 | Dust Pan | 2 | pcs |
| 4 | Toilet Pump with Handle | 2 | pcs |

IV.) Annual Supplies

| | | | |
|---|------------|---|-----|
| 1 | Push Brush | 2 | pcs |
|---|------------|---|-----|

V.) One Time Issuance

| | | | |
|---|--|----|------|
| 1 | Small trash can | 20 | pcs |
| 2 | 360° Rotating Head Floor Mop Bucket with Head Microfiber (Spinning) | 1 | unit |
| 3 | Pail, 4 Gallon Capacity (damaged/broken ones shall be replaced by Janitorial Agency) | 2 | pcs |

Janitorial Agency shall provide equipment listed below in working conditions to be used by janitors in performing the above tasks:

Main Office

1 unit Vacuum Cleaner
2 units Mop Squeezer
1 unit 10 meter Extension Wire

Local Health Insurance Office

1 unit Vacuum Cleaner
2 units Mop Squeezer
1 unit 10 meter Extension Wire

VII. UNIFORM

The janitors shall be provided by the Janitorial Agency with clean uniform with ID card. In addition, the PRO IVA shall provide each janitor with a second ID Card for access and security purposes.

VIII. MANPOWER

Janitorial Agency shall provide the Corporation with eighteen (18) contracted janitors. Janitors shall render eight (8) hours per workday inclusive of one (1) hour break time for meals and rest.

The contractor shall provide sufficient number of efficient, well-trained, dependable, experienced and trustworthy personnel for janitorial and other related services within the office premises of the CLIENT, to be detailed at:

| OFFICES | No. of Utility Aide per day (8-hr period) |
|--|--|
| Main Office & Storage Bldg., Lucena City, Quezon | Five (5) |
| LHIO- Lucena City, Quezon | Two (2) |
| LHIO- San Pablo City, Laguna | Two (2) |
| LHIO- Calamba City, Laguna | Three (3) |
| LHIO- Dasmariñas City, Cavite | Two (2) |
| LHIO- Trece Martirez City, Cavite | Two (2) |
| LHIO- Gumaca, Quezon | Two (2) |
| TOTAL NO. OF UTILITY AIDES | Eighteen (18) |

For purposes of computation, the number of days that will be used is 313 days Estimated Equivalent Monthly Rate (EEMR).

DOLE Department Order No. 150-16 series 2016. Section 7.6 – Recommended Computation of the Estimated Equivalent Monthly Rate (EEMR).

IX. QUALIFICATION AND CONDITION

1. The janitors to be assigned by the Janitorial Agency must possess the following qualifications:

- ✓ Filipino Citizen
- ✓ Of good moral character, cleared by law enforcement or police agencies and without previous record of any conviction of a criminal offense involving moral turpitude.
- ✓ At least high school level for janitors and for supervisors, has reached at least three (3) years of college, and are properly trained on janitorial services.
- ✓ At least 20 years old.
- ✓ Physically and mentally fit as indicated in a neuro-psychiatric clearance from a competent authority.

2. Regular janitors and/or reliever shall be screened by GSU. The following documents should be submitted for evaluation:

- ✓ Medical Certificate

| | | |
|--|--|--|
| | <ul style="list-style-type: none"> ✓ NBI Clearance ✓ Copy of Diploma of highest educational attainment and transcript of records if a college undergraduate. ✓ Copy of birth certificate ✓ One (1) 2x2 picture and two (2) 1x1 pictures ✓ Copy of SSS membership card <ol style="list-style-type: none"> 3. The janitor shall render satisfactory services from MONDAYS through SATURDAYS, services to be certified by the LHIOs where they are assigned, and submit to GSU. 4. The Janitorial Agency shall provide GSU a complete list of its personnel assigned to work in PRO IVA and the Janitorial Agency shall not assign or allow to continue to work in the premises janitors who are not acceptable to PRO IVA. The Janitorial Agency shall give a written notice to the office concerned whenever any of these janitors are to be removed or replaced. 5. The Janitorial Agency shall provide relievers/replacements in case of absences of any assigned janitors to ensure continuous and uninterrupted service. The Head of Office/ Service must be informed accordingly. 6. PRO IVA reserves the right to request for an increase and decrease in the number of janitors if the exigency of work requires. 7. The Janitorial Agency shall submit a schedule of periodic general cleaning of areas herein covered for reference and guidance of PRO IVA. All areas covered under the contract shall be maintained clean and sanitary at all times. Cleaning includes floor, toilet, walls, windows, grounds and other areas. 8. The Janitorial Agency together with its employees agree to abide with the performance and janitorial requirements of PRO IVA in general and in the office where they are assigned at all times and comply promptly with directives, instructions and existing rules and regulations of PRO IVA. 9. The Janitors shall be under the supervision of MSD-GSU. Before they assumed their function, an orientation of the scope of responsibility, rules and regulations of the PRO IVA and related matters shall be conducted by GSU. No janitor shall assume his post/her post without this orientation. 10. The janitors to be assigned by the Janitorial Agency to restricted office(s) where highly accountable assets and security documents are kept shall perform their duties under the supervision of officials designated by the client concerned. 11. The Janitorial Agency shall see to it that the janitors are screened and declared physically and mentally fit before they are allowed to report | |
|--|--|--|

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| | | |
|--|---|--|
| | <p>to their assigned post.</p> <p>12. Any janitor who may be found and considered undesirable and incompetent by the Head of Office concerned shall be replaced by the Janitorial Agency immediately upon receipt of request and verification.</p> <p>X. PERIOD OF CONTRACT</p> <p>A contract for janitorial services for three (3) year period shall be entered into by PRO IVA and with the winning bidder and shall take effect upon perfection of the Contract.</p> <p>The Approved Budget for the Contract (ABC) is :</p> <p>Year 1: Three Million Seven Hundred Seventy Two Thousand Four Hundred Thirty Three Pesos (Php 3,772,433.00)</p> <p>Year 2: Three Million Seven Hundred Seventy Two Thousand Four Hundred Thirty Three Pesos (Php 3,772,433.00)</p> <p>Year 3: Three Million Seven Hundred Seventy Two Thousand Four Hundred Thirty Three Pesos (Php 3,772,433.00)</p> <p>Total of Eleven Million Three Hundred Seventeen Thousand Two Hundred Ninety-Nine Pesos only (P11,317,299.00)</p> | |
|--|---|--|

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

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

Financial Documents

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

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Capacity (NFCC);

or

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

Class “B” Documents

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

or

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

II. FINANCIAL COMPONENT ENVELOPE

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

Other documentary requirements under RA No. 9184 (as applicable)

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

Bid Form for the Procurement of Goods
[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

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

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price 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 herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the services in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address Amount and

Purpose of agent Currency

Commission or gratuity

| |
|--|
| |
| |
| |

(if none, state "None")]

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

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

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

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

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.

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

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Price Schedule for Goods Offered from Abroad

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

For Goods Offered from Abroad

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

| 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) |
| | | | | | | | | |

Name: _____

Legal Capacity: _____

Signature: _____

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

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

Name of Bidder_____ **Project ID No.**_____ **Page**_____ **of**_____

[illegible]

Name: _____

Legal Capacity: _____

Signature: _____

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

Bid Securing Declaration Form

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

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

BID SECURING DECLARATION **Project Identification No.: *[Insert number]***

To: *[Insert name and address 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.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

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Contract Agreement Form for the Procurement of Goods (Revised)

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

THIS AGREEMENT made the _____ day of _____ 20__ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as they are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

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;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder

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agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Name of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

[Format shall be based on the latest Rules on Notarial Practice]

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Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

1. *[Select one, delete the other:]*

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

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

2. *[Select one, delete the other:]*

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

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

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

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;

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

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. [Name of Bidder] complies with existing labor laws and standards; and
8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
- Carefully examining all of the Bidding Documents;
 - Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this__day of____, 20__at
_____, Philippines.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]*

[Insert signatory's legal capacity]
Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

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Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents] To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacture/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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



*[Insert NAME OF BIDDER
OR ITS AUTHORIZED
REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant*

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

*Do for Shi Jek James Rafael Armand
Notary Public*

Do not sign for process of signature