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BIDDING DOCUMENTS

Procurement of Janitorial Services

IB No. 2025-001

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, 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. 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 Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. 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, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, 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.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB –Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation,

sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

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.

PROCUREMENT OF JANITORIAL SERVICES

(IB No. 2025-001)

1. The Philippine Health Insurance Corporation- Regional Office I, will conduct a public bidding **for Calendar Year 2025** with the sum of **Three Million Two Hundred Seventy Seven Thousand four Hundred Ninety Six Pesos and 82/100 (Php3,277,496.82)** to payments under the contract for the **Procurement of Janitorial Services** with **Invitation to Bid No. 2025-001**. Bids received in excess of the ABC shall be automatically rejected at the Opening of Bids.
2. The Philippine Health Insurance Corporation now invites bids for the above Procurement Project. **Delivery of the Goods and Services is required upon receipt of the Notice to Proceed.** Bidders should have completed, within **Three (3) Years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from PhilHealth-Secretariat for the Bids and Awards Committee and inspect the Bidding Documents at the address given below during **8:30 a.m. – 4:00 p.m.**
5. A complete set of Bidding Documents may be acquired by interested Bidders on **March 5-24, 2025 (8:30AM– 4:00PM- during weekdays only)** and on **March 25, 2025 (8:00 AM – 8:30 AM only)** from the given address below and upon payment of the applicable fee in the amount of **Three Thousand Two Hundred Pesos (Php3,200.00)** for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB. **Interested bidders may pay through deposit to PhilHealth Insurance Corp Bank Account and shall allow the bidder to present its proof of payment for the fees through the email address given below and along the submission of bids.**

6. The Philippine Health Insurance Corporation will hold a Pre-Bid Conference on **March 13, 2025 at 3:00 p.m.** through video conferencing ***via MS Teams Platform*** which shall be open to prospective bidders. ***Bidders may request for the meeting link from the email address given below.***
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below **on or before March 25, 2025 at 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.
9. Bid opening shall be on **March 25, 2025 at 10:00 a.m.** Bids will be opened in the presence of the bidders' representative who choose to attend the activity ***through video conferencing via MS Teams Platform or face to face.***
10. ***Email address of bidders must be indicated in front of their sealed bid envelope for purpose of sending the meeting link for the Bid Opening.***
11. The Philippine Health Insurance Corporation reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

*BAC Secretariat
PhilHealth Regional Office 1
Akia Building, Old De Venecia Highway, Lucao District, Dagupan City 2400
bac.pro1@philhealth.gov.ph
(075) 515-1111 loc. 4102*

6. You may visit the following websites:

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

March 3, 2025



MARICAR M. ARZADON, M.D.
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.

1. Scope of Bid

The Procuring Entity, Philippine Health Insurance Corporation wishes to receive Bids on the bidding for the **Procurement of Janitorial Services under IB 2025-001**.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below in the total amount of ***Three Million Two Hundred Seventy Seven Thousand four Hundred Ninety Six Pesos and 82/100 (Php3,277,496.82)***.

2.2. The source of funding is **CY 2025 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 limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

For procurement of non-expendable supplies: The Bidder must have completed a single contract that is similar to this project, equivalent to at least fifty percent (50%) of the ABC.

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

6. Origin of Goods

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

7. Subcontracts

The Procuring Entity has prescribed that 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 **at PhilHealth Regional Office 1 and through videoconferencing** of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

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

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and

- iv. The price of other (incidental) services, if any, listed in the **BDS**.
- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

13. Bid and Payment Currencies

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

14. Bid Security

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

15. Sealing and Marking of Bids

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

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

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 Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

- 19.4. The Project shall be awarded as follows:

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

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

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.

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. Janitorial Services b. A single completed contract similar to the project, equivalent to at least twenty fifty percent (50%) of the ABC, within Three (3) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
12	No further instruction
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than Sixty Five Thousand Five Hundred Forty Nine Pesos and 96/100 (Php65,549.96)[two percent (2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than One Hundred Sixty Three Thousand Eight Hundred Seventy Four Pesos and 84/100 (Php163,874.84) [five percent (5%) of ABC] if bid security is in Surety Bond.
15	<p>Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its Bid.</p> <p>Each bidder shall submit one (1) mother envelope which contains the three (3) envelopes.</p> <p>The first envelope shall be labeled as “ORIGINAL BID”, containing the “ORIGINAL TECHNICAL COMPONENT” AND “ORIGINAL FINANCIAL COMPONENT”.</p> <p>The second envelope shall be labeled as “COPY No. 1”, containing “COPY No. 1 – TECHNICAL COMPONENT” AND “COPY No. 1”- FINANCIAL COMPONENT”.</p> <p>The third envelope shall be labeled as “COPY No. 2”, containing “COPY No. 2 – TECHNICAL COMPONENT” AND “COPY No. 2”- FINANCIAL COMPONENT”.</p> <p>All envelopes shall:</p> <ul style="list-style-type: none"> 1. contain the name of the contract to be bid in capital letters; 2. bear the name and address of the Bidder in capital letters;

	<ul style="list-style-type: none"> 3. be addressed to the Procuring Entity's BAC in accordance with IB; 4. bear the specific identification of this bidding process indicated in the IB ; and 5. bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids
19.3	No further instructions.
20.1	<p>Other appropriate licenses required:</p> <ul style="list-style-type: none"> 1. Supplier's/distributor's/manufacturer's/contractor's profile <ul style="list-style-type: none"> a. Nature of business; b. Organizational Structure; c. Location of office premises (include complete address and spot map); 2. Certified true copy of remittance list for all personnel for the period August 2024 to January 2025 duly received by PhilHealth. 3. Tax Clearance
21.2	No further instruction.

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 the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

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>The delivery terms applicable to this Contract are delivered [<i>PhilHealth, Dagupan City</i>]. 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 <i>Physical Resources and Infrastructure Department</i>.</p>
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>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. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p>

	<p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>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 title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p>
	<p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	Not applicable.
4	<p>The inspections and tests that will be conducted are the following:</p> <ol style="list-style-type: none"> 1. Quantity; 2. Functionality and Performance; 3. Completeness of the items; and 4. Items delivered are in accordance with the Technical Specifications.
5	The warranty obligation shall be in retention fee or bank guarantee of one percent (1%) of the total contract price for the warranty period.

Other conditions in the contract	<p>A. The winning bidder shall submit Tax Clearance Certificate in compliance with Executive Order 398, s. 2005. The winning bidder /service provider shall pay its taxes in full and on time and that failure to do so will entitle the government agencies to suspend payment for the goods delivered or services rendered.</p> <p>B. The winning bidder holds PhilHealth free and harmless from any claim, obligation or liability that may be caused to any third party that may be injured or harmed due to the willful, unlawful or negligent act or omission of the winning bidder or any of its personnel or representative, without prejudice to any other legal action that PhilHealth may have against the winning bidder for, in relation to the implementation of the Contract.</p> <p>C. If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>Any legal action, suit or proceeding arising out of or relating to the Contract shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the “Arbitration Law” and R.A. 9285, otherwise known as the “Alternative Dispute Resolution Act of 2004”.</p> <p>D. In the event that PhilHealth is compelled to commence arbitration or to seek judicial relief to enforce the provisions of the Contract, it shall be entitled to attorney’s fees and liquidated damages equivalent to ten percent (10%) and fifteen percent (15%), respectively, of the contract price or the amount claimed in the arbitration or judicial action, whichever is higher, aside from the cost of arbitration or litigation, whichever is applicable, and other expenses incidental thereto.</p> <p>E. This Agreement shall take effect upon signing thereof by the Parties and the winning bidder shall commence performance of its obligations upon the issuance by PhilHealth of a Notice to Proceed.</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	Janitorial Agency shall provide the Corporation with Twenty Seven (27) contracted janitors based on the work schedule.	27	27	Six (6) months from receipt of Notice to Proceed
2	The Janitorial Agency shall provide the needed tools, supplies, materials and equipment. All supplies and materials to be provided by janitorial services should be of guaranteed high-grade quality to ensure and maintain maximum cleaning results.	Details are in the Technical Specifications	Details are in the Technical Specifications	Six (6) months from receipt of Notice to Proceed
	-nothing follows-			

I hereby certify to comply and deliver all the above requirements.

Name of Company/Bidder

**Signature over Printed Name of
Authorized Representative**

Date

Section VII. Technical Specifications

Specification	Statement of Compliance
<p><u>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.</u></p>	
	Statement of Compliance
<p>A. OBJECTIVE</p> <p>To acquire a reputable supplier of janitorial services that will provide efficient janitorial services to PhilHealth Regional Office 1 (PRO 1); has a pool of well trained personnel who are able to provide adequate and reliable maintenance services to ensure orderliness, sanitation and to perform other related tasks for PRO 1.</p> <p>B. BUDGET</p> <p>The engagement of a Janitorial Services Agency shall be for six (6) months. The total Budget for the Janitorial Services for this engagement is <i>Three Million Two Hundred Seventy Seven Thousand four Hundred Ninety Six Pesos and 82/100 (Php3,277,496.82).</i></p> <p>C. SCOPE OF SERVICES</p> <p>JANITORIAL SERVICE</p> <p>Janitors shall work based on the schedule to be provided by PhilHealth (unless otherwise requested in writing by the General Services Unit). Those who will be deployed at the Warehouse, Local Health Insurance Offices and Satellite Offices shall render eight (8) hours per workday depending on the schedule assigned by the Officer-In-Charge in order to perform the following tasks to the satisfaction of the offices concerned.</p> <p>A. 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"> 1. Sweeping, dusting, mopping and polishing floors of all rooms, corridors, lobbies, stairs and entrances or areas which may be specified by the client; 2. Cleaning and wiping of all office tables, glass tops, furniture and 	

fixture, equipment, appliances, window ledges, counters, doorknobs, and glass partitions and doors;

3. Cleaning and sanitizing of comfort rooms and pantries, bath and kitchens sinks and removal of spots or stains from floors and other surfaces;
4. Fetching water and filling of containers in the comfort rooms when water is not available;
5. Cleaning driveways, parking spaces and immediate surroundings of the buildings (for rented office space and warehouses);
6. Proper segregation and disposal of solid waste from various parts of the area assigned to the designated trash storage of the PhilHealth Regional Office 1 and its Local Health Insurance Offices (LHIOs).
7. Upkeep of indoor and outdoor plants.

B. Weekly Routine. The weekly routine services to be rendered by janitors assigned by the Janitorial Agency include:

1. Spot scrubbing, dirt stain removal and cleaning of chairs, carpets, and rugs;
2. Thorough cleaning, washing and scrubbing of all rooms and comfort rooms facilities;
3. Cleaning and polishing on the inner surfaces of all window glasses, sun baffles, walls, counters, light diffusers, picture frames and wall hanging, and;
4. Washing, scrubbing, stripping, waxing and polishing floors.

C. Monthly Routine. Monthly routine services to be rendered by janitors assigned by the Janitorial Agency include:

1. Dusting and removing of cobwebs from ceiling of the premises;
2. Cleaning of ornamental plants and polishing of metal signs;
3. General cleaning of draperies and blinds;
4. Spraying of insecticides and other pest control activities;
5. Disinfecting of all bathrooms.
6. Refilling of liquid deodorizers in all bathrooms.

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

1. Thorough and general cleaning of all areas

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

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

1. Miscellaneous work such as carrying, transporting or moving of office furniture, equipment, supplies within the premises as may be assigned from time to time.
2. Rendition of overtime services during emergency and urgent situations may be allowed as determined by ADMIN/GSU and subject to approval of RVP.
3. Report to the General Services Unit Head any damaged/leaking pipe plumbing, water and toilet facilities, electrical installations, and any damaged furniture and fixture that will need immediate repair.

D. SUPPLIES, MATERIALS AND EQUIPMENT

The Janitorial Agency shall provide the needed tools, supplies, materials and equipment. All supplies and materials to be provided by janitorial services should be of guaranteed high-grade quality to ensure and maintain maximum cleaning results.

1. To be provided per month:

Item No.	Item Description	Quantity	Unit
1	Rags	17	kilograms
2	Joy Dishwashing Liquid	90	bottles
3	Tide Powder Soap (all purpose)	15	kilograms
4	Soft Broom	10	pieces
5	Bathroom Deodorizers (Albatross w/ holder)	142	pieces
6	Surface Cleanser, 150 ml/can	15	cans
7	Scrubbing Pad (Scotch Brite or equivalent)	20	pieces
8	Trash Bag, XXL	600	pieces
9	Trash Liner	500	pieces
10	Insecticide spray, 500 ml/can, water base	15	cans
11	Mop Head	15	pieces
12	Zonrox	32	liters
13	Toilet Bowl Cleaner	10	gallons

2. To be provided quarterly:

Item No.	Item Description	Quantity	Unit
1	Disinfectant Lysol (510 grams/tin)	12	tins
2	Dry Cleaning Fluid	4	gallons
3	Mop Handle	20	pieces

3. To be provided per semester:

Item No.	Item Description	Quantity	Unit
1	Toilet Brush	30	pieces
2	Push Brush	30	Pieces
3	Toilet Rubber Pump/Flusher	15	pieces
4	Hand Brush	30	pieces
5	Stick Brooms	15	pieces

4. To be provided annually:

Item No.	Item Description	Quantity	Unit
1	Dust Pan (Plastic, Big)	25	pieces
2	Pail (4 gallon capacity/pail)	20	pieces
3	Ceiling Broom	10	pieces

5. Equipment

Provide the following additional items in good working conditions to be used by janitors in performing the above tasks:

Area of Assignment	Vacuum Cleaner	Mop Squeezer
PhilHealth Regional Office	3	3
PRO 1 Warehouse		
LHIO Central Pangasinan		1
LHIO Eastern Pangasinan		1
LHIO Ilocos Norte		1
LHIO Ilocos Sur		1
LHIO La Union		1
LHIO Western Pangasinan		1
Candon Satellite Office		1
Agoo Satellite Office		1
San Carlos Satellite Office		1
Mangatarem Satellite Office		1

6. Others

E. UNIFORM

The janitors shall be provided by the Janitorial Agency with clean uniform and ID card which they should wear whenever they are in their respective work areas.

F. MANPOWER

Janitorial Agency shall provide the Corporation with **Twenty Seven (27)** contracted janitors based on the work schedule provided below:

Area of Assignment	Number of Personnel	Work Schedule
PhilHealth Regional Office	One (1) Supervisor	7:00 am – 5:00 p.m. (Monday – Friday) 7:00 am – 10: 00 pm (Every Saturday)
PhilHealth Regional Office	Nine (9) Utility Workers	7:00 am – 5:00 p.m. (Monday – Friday) 7:00 am – 10: 00 pm (Every Saturday)
PRO 1 Warehouse	Two (2) Utility Workers	8:00 am – 5:00 pm Monday – Friday (may be adjusted when necessary)
LHIO Central Pangasinan	Two (2) Utility Workers	One (1) -7:00 am – 4:00 pm (Monday – Friday) One (1) - 8:00 am – 5:00 pm (Monday – Friday) 8:00 am – 5: 00 pm (Every Saturday)
LHIO Eastern Pangasinan	Two (2) Utility Workers	One (1) -7:00 am – 4:00 pm (Monday – Friday) One (1) - 8:00 am – 5:00 pm (Monday – Friday) 8:00 am – 5: 00 pm (Every Saturday)
LHIO Ilocos Norte	Two (2) Utility Workers	One (1) -7:00 am – 4:00 pm (Monday – Friday) One (1) - 8:00 am – 5:00 pm (Monday – Friday) 8:00 am – 5: 00 pm (Every Saturday)
LHIO Ilocos Sur	Two (2) Utility Workers	One (1) -7:00 am – 4:00 pm (Monday – Friday) One (1) - 8:00 am – 5:00 pm (Monday – Friday) 8:00 am – 5: 00 pm (Every Saturday)
LHIO La Union	Two (2) Utility Workers	One (1) -7:00 am – 4:00 pm (Monday – Friday) One (1) - 8:00 am – 5:00 pm (Monday – Friday) 8:00 am – 5: 00 pm (Every Saturday)
LHIO Western Pangasinan	One (1) Utility Worker	7:00 am – 4:00 pm/8:00 am – 5:00 pm (Monday – Saturday)
Candon Satellite Office	One (1) Utility Worker	7:00 am – 4:00 pm/8:00 am – 5:00 pm (Monday – Saturday)
Agoo Satellite Office	One (1) Utility Worker	7:00 am – 4:00 pm/8:00 am – 5:00 pm (Monday – Saturday)
San Carlos Satellite Office	One (1) Utility Worker	7:00 am – 4:00 pm/8:00 am – 5:00 pm (Monday – Saturday)
Mangatarem Satellite Office	One (1) Utility Worker	7:00 am – 4:00 pm/8:00 am – 5:00 pm (Monday – Saturday)

Twenty Seven (27) Utility Workers

G. QUALIFICATIONS AND CONDITIONS

1. The supervisor and janitors to be assigned by the Janitorial Agency must possess the following qualifications:
 - a. Filipino Citizen
 - b. 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.
 - c. At least high school level for janitors and are properly trained on janitorial services.
 - d. At least 20 years old but not more than 40 years of age.
 - e. Physically and mentally fit as indicated in a neuro-psychiatric clearance from a competent authority.
 - f. With good grooming and proper hygiene
2. Regular janitors and/or relievers shall be screened by GSU. Certified True Copy of the following documents should be submitted for evaluation:
 - a. Medical Certificate
 - b. Latest NBI Clearance
 - c. Copy of Diploma of highest educational attainment
 - d. Copy of birth certificate
 - e. One (1) 2x2 picture and two (2) 1x1 pictures
 - f. Copy of SSS membership card

Original copy of the same maybe required to be submitted for purposes of validation.
3. The janitors shall render satisfactory services from MONDAYS through SATURDAYS, services of which to be certified by the Offices where they are assigned.
4. The Janitorial Agency shall provide the Philippine Health Insurance Corporation Regional Office 1 (PRO 1) through the GSU a complete list of its personnel assigned to work in the PRO 1 and its LHIOs and SOs and the Janitorial Agency shall not assign or allow to continue to work in the premises janitors who are not acceptable to the PRO 1. 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 the GSU/LHIO/PSO must be informed accordingly. In case PhilHealth is not satisfied with the performance of the utility worker, a competent and reliable replacement should be immediately provided.

6. The Philippine Health Insurance Corporation may request for an increase and/or decrease in the number of janitors if the exigency of work requires, provided that the total amount in the increase will not exceed ten percent (10%) of the total contract price.
7. The Janitorial Agency shall submit a schedule of periodic general cleaning of areas herein covered for reference and guidance of the Philippine Health Insurance Corporation. 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. Likewise, the Janitorial Agency shall deliver all the required supplies at the beginning of the period (month/quarter/semester) to GSU.
8. The Janitorial Agency together with its employees agree to abide with the performance and janitorial requirements of the Philippine Health Insurance Corporation 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 the Philippine Health Insurance Corporation.
9. The Janitors shall be under the supervision of Admin-GSU. Before they assume their function, an orientation of the scope of responsibility, rules and regulations of the Philippine Health Insurance Corporation and related matters shall be conducted by GSU. No janitor shall assume his/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 PRO 1 officials.
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 to their assigned post.
12. Any janitor who may be found and considered undesirable and incompetent by the Head of the Admin-GSU/LHIO/PSO concerned shall be replaced by the Janitorial Agency immediately upon receipt of request and verification.
13. During a fortuitous event, the agency must keep an open line of communication with PhilHealth and may submit a request letter for continuous payroll processing. Furthermore when required, the agency must supply the necessary protective gears such as personal protective equipment (PPE) to each utility worker.
14. The agency and utility worker should be solidarily liable for any infraction committed by the utility worker while on duty. The agency has the obligation to cooperate with PhilHealth in settling any issue that may arise.

H. PERIOD OF CONTRACT

A contract for janitorial services for **six (6) months** period shall be entered into by the Philippine Health Insurance Corporation with the winning bidder and shall take

effect upon perfection of the Contract.

I. PAYMENT OF JANITORIAL SERVICES RENDERED

1. Payments for service rendered in accordance with the contract shall be made by the Corporation with the Janitorial Agency on a monthly basis. It is understood that any and all payments to be released by PhilHealth to the Janitorial Agency shall be subject to the applicable withholding taxes/lawful charges and subject further to the presentation by the Janitorial Agency of a certification that the wages have been paid and that all remittances due to the government are made as required under existing government auditing rules and regulations. The Corporation reserves the right to inspect the payroll of the Janitorial Agency in order to verify that the wages have been paid. Any violation shall be a sufficient ground for the termination of the contract without prejudice to the liability of the Janitorial Agency.
2. Claims for payment by the Janitorial Agency must be supported by the Certification from the GSU that the services have actually been duly rendered and a Certification to the effect that all wages for the preceding month have been fully paid, including a Certification that all remittances due to SSS, Pag-Ibig and PhilHealth have been duly paid.

The Janitorial Agency shall also be required to submit RF-1(PhilHealth), R-3 (SSS) and HDMF remittance list for Pag-Ibig. The Janitorial Agency shall also be required to submit a Certification that it has already paid its janitors for the period being claimed/paid.

3. All taxes payable to the Government shall be borne by the Janitorial Agency.
4. In case of increase of wages rate due to enactment of new laws, the Janitorial Agency may seek adjustment in writing, subject to the approval of the authorities concerned.
5. The Janitorial Agency's performance security shall be liable for damages or losses that may arise directly or indirectly attributable to the negligence or misbehavior or direct participation of the janitorial personnel assigned by the Janitorial Agency. In case the bond is not sufficient to cover such losses or damages, the Janitorial Agency will have to pay the balance directly to PhilHealth.
6. The Janitorial Agency shall assume full responsibility for any claim(s) for any unpaid and or underpaid compensation and/or benefits on injuries from accidents in connection with the performance of the duties of janitorial officer/s and personnel. The Janitorial Agency shall accordingly hold free PhilHealth from any liability and/or potential legal suit in connection therewith.

I hereby certify to comply with all the above Technical Specifications

<hr/>	<hr/>	<hr/>
Name of Company/Bidder Authorized	Signature over Printed Name of	Date Representative

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) in accordance with Section 8.5.2 of the IRR;

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, **(within three (3) years from** and the statement shall include the following:
 - 1. End-user’s Acceptance; or**
 - 2. Official Receipt/s or**
 - 3. Sales Invoice/s);****Note: Billing Statement or any other documents not stated herein shall not be accepted.**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with the **Technical Specifications (Section VII**, which shall include the **Schedule of Requirements (Section VI)**; **and**
- (f) 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

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

Class “B” Documents

- (h) 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

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

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

- (k) *[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.
- (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

REQUIRED FORMS AND TEMPLATES

Statement of All On-Going Government and Private Contracts, Including Contracts Awarded but not yet Started, if any

[Date]

The Chairperson, BAC
PhilHealth Regional Office I
Akia Building, Old De Venecia Highway
Lucao District, Dagupan City

Dear Sir/Ma'am

In compliance with the eligibility requirements for the bidding of the (name of Project), this is to certify that *[name and complete address of Bidder]* has the following on-going government and private contracts. [including contracts awarded but not yet started]:

Tab No.	Name of Contract	Date of Contract	Amount of Contract	Contract Duration	Owner's Name and Address	Kind of Goods	Total Contract Value at Award (in PhP)	[Estimated] Date of Completion	Value of Outstanding Works, if applicable (in PhP)

Yours sincerely,

[Signature over printed name of Authorized Representative]

[Title]

[Name of Company]

Statement of Single Largest Completed Contract (SLCC)

[Date]

The Chairperson, BAC
PhilHealth Regional Office I
Akia Building, Old De Venecia Highway
Lucao District, Dagupan City

Dear Sir/Ma'am,

In compliance with the eligibility requirements for the bidding of the _(Project Name)_, this is to certify that *[name and complete address of Bidder]* has the following completed government and private contracts:

Tab No.	Name of Completed Contract	Date of Contract	Contract Duration	Amount of Contract	Owner's Name and Address	Definition or Description of the Similar project or major categories of work	Date of Completion	Supporting Documents submitted (End-User's Acceptance or Official Receipt(s) or Sales Invoice

Yours sincerely,

[Signature over printed name of Authorized Representative]

[Title]

[Name of Company]

Note: This statement shall be supported by the **end-user's acceptance or Official Receipt(s) or Sales Invoice**. These supporting documents shall be numbered and tabbed in the same sequence as the list of contracts appears in this statement.

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]

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;

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:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. 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]

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 goods 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 of agent	Amount and Purpose of Commission or gratuity
---------------------------	--

_____	_____
_____	_____

(if none, state "None")]

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: _____

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:

Price Schedule for Goods Offered from Within the Philippines

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

For Goods Offered from Within the Philippines

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

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

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of:
