



**PHILIPPINE STATISTICS AUTHORITY
REGIONAL STATISTICAL SERVICES OFFICE XIII**

BIDDING DOCUMENTS

**FOR THE PROCUREMENT OF JANITORIAL SERVICES FOR
PSA-REGIONAL STATISTICAL SERVICES OFFICE (RSSO) XIII
AND ITS FIVE (5) PROVINCIAL STATISTICAL OFFICES (PSOs)
FOR THE PERIOD MAY 1, 2022 TO DECEMBER 31, 2022**

**March 2022
Butuan City**

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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 CircularNo. 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). Suppliers as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

Section I. Invitation to Bid



Republic of the Philippines
PHILIPPINE STATISTICS AUTHORITY
Regional Statistical Services Office XIII

**INVITATION TO BID FOR THE PROCUREMENT OF JANITORIAL SERVICES FOR
PSA-RSSO XIII AND ITS FIVE (5) PSOs FOR THE PERIOD MAY 1, 2022 TO
DECEMBER 31, 2022**

1. The Philippine Statistics Authority – Regional Statistical Services Office XIII (PSA-RSSO XIII), through the 2022 General Appropriation (General Fund) intends to apply the sum of **Nine Hundred Twelve Thousand Thirty Eight Pesos and Forty Centavos Only (₱912,038.40)** being the Approved Budget for the Contract (ABC) to payments under the contract for the six (6) lots stated below. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.

Lot 1: JANITORIAL SERVICES FOR PSA-RSSO XIII

(Refer to Section VII for specification)

For the sum of **TWO HUNDRED SIXTY THOUSAND FIVE HUNDRED EIGHTY-TWO PESOS AND FORTY CENTAVOS ONLY (₱260,582.40)**

Lot 2: JANITORIAL SERVICES FOR PSA-PSO AGUSAN DEL NORTE

(Refer to Section VII for specification)

For the sum of **ONE HUNDRED THIRTY THOUSAND TWO HUNDRED NINETY-ONE PESOS AND TWENTY CENTAVOS ONLY (₱130,291.20)**

Lot 3: JANITORIAL SERVICES FOR PSA-PSO AGUSAN DEL SUR

(Refer to Section VII for specification)

For the sum of **ONE HUNDRED THIRTY THOUSAND TWO HUNDRED NINETY-ONE PESOS AND TWENTY CENTAVOS ONLY (₱130,291.20)**

Lot 4: JANITORIAL SERVICES FOR PSA-PSO DINAGAT ISLANDS

(Refer to Section VII for specification)

For the sum of **ONE HUNDRED THIRTY THOUSAND TWO HUNDRED NINETY-ONE PESOS AND TWENTY CENTAVOS ONLY (₱130,291.20)**

Lot 5: JANITORIAL SERVICES FOR PSA-PSO SURIGAO DEL NORTE

(Refer to Section VII for specification)

For the sum of **ONE HUNDRED THIRTY THOUSAND TWO HUNDRED NINETY-ONE PESOS AND TWENTY CENTAVOS ONLY (₱130,291.20)**

Lot 6: JANITORIAL SERVICES FOR PSA-PSO SURIGAO DEL SUR
(Refer to Section VII for specification)

For the sum of **ONE HUNDRED THIRTY THOUSAND TWO HUNDRED NINETY-ONE PESOS AND TWENTY CENTAVOS ONLY (₱130,291.20)**

2. The PSA - RSSO XIII now invites bids for **Janitorial Services of PSA-RSSO XIII and its five (5) PSOs**. Delivery of the Goods is required starting **May 1, 2022 to December 31, 2022**. Bidders should have completed, within the last three 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 PSA - RSSO XIII and inspect the Bidding Documents at the address given below during office hours at 8:00 AM to 5:00 PM.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **March 3 to 28, 2022** from the given address and website(s) below and upon payment of a non-refundable fee in the amount of:

Lot Number	Amount
Lot 1	₱500.00
Lot 2	₱500.00
Lot 3	₱500.00
Lot 4	₱500.00
Lot 5	₱500.00
Lot 6	₱500.00
Total	₱3, 000.00

The method of payment will be in cash or cheque payable to PSA.

6. The PSA – RSSO XIII will hold a Pre-Bid Conference on **March 16, 2022, 10:00 AM** at PSA - RSSO XIII Training Room, Freeman Bldg., J.C. Aquino Avenue, Brgy. Imadejas, Butuan City and/or through video conferencing or webcasting via Zoom with the following meeting details:

Meeting link:

<https://us02web.zoom.us/j/86965496636?pwd=dnFacEhEcENKaFVHcUliMGNIQ1cyQT09>

Meeting ID: 869 6549 6636

Passcode: PSACaraga

7. Bids must be duly received by the RBAC Secretariat through manual submission (printed copies) at Philippine Statistics Authority Regional Statistical Services Office XIII, Freeman Bldg., J.C. Aquino Avenue, Brgy. Imadejas, Butuan City on or before **March 28, 2022, 9:00 AM (Philippine Standard Time)**. 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, as follows.

LOT 1:

- **₱ 5,211.65 (2% of ABC)**, if bid security is in cash, cashier's/manager's check, issued by a universal or commercial bank;
- Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.
- **₱ 13,029.12 (5% of ABC)**, if bid security is in Surety Bond; or
- Bid Securing Declaration (notarized) Pursuant to GPPB Resolution No. 3-2012. Please see BID FORMS on pages 52-65 of the Bidding documents.

LOT 2:

- **₱ 2,605.82 (2% of ABC)**, if bid security is in cash, cashier's/manager's check, issued by a universal or commercial bank;
- Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.
- **₱ 6,514.56 (5% of ABC)**, if bid security is in Surety Bond; or
- Bid Securing Declaration (notarized) Pursuant to GPPB Resolution No. 3-2012. Please see BID FORMS on pages 52-65 of the Bidding documents.

LOT 3

- **₱ 2,605.82 (2% of ABC)**, if bid security is in cash, cashier's/manager's check, issued by a universal or commercial bank;
- Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.
- **₱ 6,514.56 (5% of ABC)**, if bid security is in Surety Bond; or
- Bid Securing Declaration (notarized) Pursuant to GPPB Resolution No. 3-2012. Please see BID FORMS on pages 52-65 of the Bidding documents.

LOT 4

- **₱ 2,605.82 (2% of ABC)**, if bid security is in cash, cashier's/manager's check, issued by a universal or commercial bank;
- Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or

authenticated by a Universal or Commercial Bank, if issued by a foreign bank.

- **₱ 6,514.56 (5% of ABC)**, if bid security is in Surety Bond; or
- Bid Securing Declaration (notarized) Pursuant to GPPB Resolution No. 3-2012. Please see BID FORMS on pages 52-65 of the Bidding documents.

LOT 5

- **₱ 2,605.82 (2% of ABC)**, if bid security is in cash, cashier's/manager's check, issued by a universal or commercial bank;
- Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.
- **₱ 6,514.56 (5% of ABC)**, if bid security is in Surety Bond; or
- Bid Securing Declaration (notarized) Pursuant to GPPB Resolution No. 3-2012. Please see BID FORMS on pages 52-65 of the Bidding documents.

LOT 6

- **₱ 2,605.82 (2% of ABC)**, if bid security is in cash, cashier's/manager's check, issued by a universal or commercial bank;
- Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.
- **₱ 6,514.56 (5% of ABC)**, if bid security is in Surety Bond; or
- Bid Securing Declaration (notarized) Pursuant to GPPB Resolution No. 3-2012. Please see BID FORMS on pages 52-65 of the Bidding documents.

9. Bid opening shall be on **March 28, 2022, 10:00 AM** at the PSA – RSSO XIII Training Room, Freeman Bldg., J.C. Aquino Avenue, Brgy. Imadejas, Butuan City. Bids will be opened in the presence of the bidders' representatives.

10. All Bids shall be addressed to:

BERNADETH I. BONACHITA

RBAC Chairperson

Philippine Statistics Authority

Regional Statistical Services Office XIII

Freeman Building, J.C. Aquino Ave, Butuan City

11. The PSA – RSSO XIII 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:

CALE P. PINEDA

RBAC Secretariat

Philippine Statistics Authority

Regional Statistical Services Office XIII

Freeman Building, J.C. Aquino Ave, Butuan City

Email Address: rssorbac13@gmail.com

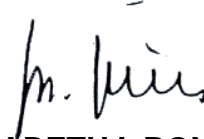
Tel. No. (085) 815-2878

Website: <https://rssocaraga.psa.gov.ph> and/or
<https://procurement.psa.gov.ph>

13. You may visit the following websites:

For downloading of Bidding Documents: <https://rssocaraga.psa.gov.ph> and/or
<https://procurement.psa.gov.ph>

March 2, 2022



BERNADETH I. BONACHITA
RBAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Philippine Statistics Authority – Regional Statistical Services Office XIII (PSA - RSSO XIII)** wishes to receive Bids for the **Procurement of Janitorial Services for PSA-RSSO XIII and its five (5) PSOs**, with identification number **2022-01**.

The Procurement Project (referred to herein as “Project”) is composed of **Six Lots**, 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 **2022 General Appropriation (General Fund)** in the amount of **Nine Hundred Twelve Thousand Thirty-Eight Pesos and Forty Centavos Only (₱912,038.40)** with the following breakdown:

Lot 1: Two Hundred Sixty Thousand Five Hundred Eighty-Two Pesos and Forty Centavos Only (₱260,582.40)

Lot 2: One Hundred Thirty Thousand Two Hundred Ninety-One Pesos and Twenty Centavos Only (₱130,291.20)

Lot 3: One Hundred Thirty Thousand Two Hundred Ninety-One Pesos and Twenty Centavos Only (₱130,291.20)

Lot 4: One Hundred Thirty Thousand Two Hundred Ninety-One Pesos and Twenty Centavos Only (₱130,291.20)

Lot 5: One Hundred Thirty Thousand Two Hundred Ninety-One Pesos and Twenty Centavos Only (₱130,291.20)

Lot 6: One Hundred Thirty Thousand Two Hundred Ninety-One Pesos and Twenty Centavos Only (₱130,291.20)

2.2. The source of funding is:

NGA, the General Appropriations Act.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. 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 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. 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 video conferencing or webcasting *via Zoom or Google Meet* as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

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

13. Bid and Payment Currencies

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

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

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 June 30, 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 RBAC 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 RBAC Secretariat.

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis,

as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.

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

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. considered “similar” to the contract to be bid if it involves goods and services of the same nature and complexity as the subject matter of the project being procured. (GPPB Non-Policy Matter No. 159-2017); and b. completed within three (3) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
12	<p>The price of the Janitorial Services are as follows:</p> <p><u>Lot 1: Janitorial Services for PSA-RSSO XIII</u></p> <p>Two Hundred Sixty Thousand Five Hundred Eighty-Two Pesos and Forty Centavos Only (₱260,582.40)</p> <p><u>Lot 2: Janitorial Services for PSA-PSO Agusan del Norte</u></p> <p>One Hundred Thirty Thousand Two Hundred Ninety-One Pesos and Twenty Centavos Only (₱130,291.20)</p> <p><u>Lot 3: Janitorial Services for PSA-PSO Agusan del Sur</u></p> <p>One Hundred Thirty Thousand Two Hundred Ninety-One Pesos and Twenty Centavos Only (₱130,291.20)</p> <p><u>Lot 4: Janitorial Services for PSA-PSO Dinagat Islands</u></p> <p>One Hundred Thirty Thousand Two Hundred Ninety-One Pesos and Twenty Centavos Only (₱130,291.20)</p> <p><u>Lot 5: Janitorial Services for PSA-PSO Surigao del Norte</u></p> <p>One Hundred Thirty Thousand Two Hundred Ninety-One Pesos and Twenty Centavos Only (₱130,291.20)</p> <p><u>Lot 6: Janitorial Services for PSA-PSO Surigao del Sur</u></p> <p>One Hundred Thirty Thousand Two Hundred Ninety-One Pesos and Twenty Centavos Only (₱130,291.20)</p> <p>The name of the Project is: Procurement of Janitorial Services for PSA-RSSO XIII and its five (5) PSOs.</p>

14.1	<p>The bid security shall be in the following amount or forms:</p> <p><u>Lot 1:</u></p> <ol style="list-style-type: none"> 1. ₱5,211.65 (2% of ABC), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; 2. ₱13,029.12 (5% of ABC) if bid security is in Surety Bond; or 3. Bid Securing Declaration (notarized) which is an undertaking by a prospective bidder, committing to pay the corresponding fine and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein. <i>(Pursuant to GPPB Resolution No. 3-2012.) (Please see Bid Securing Declaration Form, page 57.)</i> <p><u>Lot 2:</u></p> <ol style="list-style-type: none"> 1. ₱2,605.82 (2% of ABC), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; 2. ₱6,514.56 (5% of ABC) if bid security is in Surety Bond; or 3. Bid Securing Declaration (notarized) which is an undertaking by a prospective bidder, committing to pay the corresponding fine and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein. <i>(Pursuant to GPPB Resolution No. 3-2012.) (Please see Bid Securing Declaration Form, page 57.)</i> <p><u>Lot 3:</u></p> <ol style="list-style-type: none"> 1. ₱2,605.82 (2% of ABC), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; 2. ₱6,514.56 (5% of ABC) if bid security is in Surety Bond; or 3. Bid Securing Declaration (notarized) which is an undertaking by a prospective bidder, committing to pay the corresponding fine and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein. <i>(Pursuant to GPPB Resolution No. 3-2012.) (Please see Bid Securing Declaration Form, page 57.)</i> <p><u>Lot 4:</u></p> <ol style="list-style-type: none"> 1. ₱2,605.82 (2% of ABC), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; 2. ₱6,514.56 (5% of ABC) if bid security is in Surety Bond; or
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	<p>3. Bid Securing Declaration (notarized) which is an undertaking by a prospective bidder, committing to pay the corresponding fine and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein. <i>(Pursuant to GPPB Resolution No. 3-2012.) (Please see Bid Securing Declaration Form, page 57.)</i></p> <p><u>Lot 5:</u></p> <ol style="list-style-type: none"> 1. ₱2,605.82 (2% of ABC), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; 2. ₱6,514.56 (5% of ABC) if bid security is in Surety Bond; or 3. Bid Securing Declaration (notarized) which is an undertaking by a prospective bidder, committing to pay the corresponding fine and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein. <i>(Pursuant to GPPB Resolution No. 3-2012.) (Please see Bid Securing Declaration Form, page 57.)</i> <p><u>Lot 6:</u></p> <ol style="list-style-type: none"> 1. ₱2,605.82 (2% of ABC), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; 2. ₱6,514.56 (5% of ABC) if bid security is in Surety Bond; or 3. Bid Securing Declaration (notarized) which is an undertaking by a prospective bidder, committing to pay the corresponding fine and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein. <i>(Pursuant to GPPB Resolution No. 3-2012.) (Please see Bid Securing Declaration Form, page 57.)</i>
19.3	<p>The Procurement of Janitorial Services for the PSA-RSSO XIII and its Five (5) PSOs for the period May 1, 2022 to December 31, 2022 will be awarded by lot as follows:</p> <p><u>Lot 1: Janitorial Services for PSA-RSSO XIII</u></p> <p>Two Hundred Sixty Thousand Five Hundred Eighty-Two Pesos and Forty Centavos Only (₱260,582.40)</p> <p><u>Lot 2: Janitorial Services for PSA-PSO Agusan del Norte</u></p> <p>One Hundred Thirty Thousand Two Hundred Ninety-One Pesos and Twenty Centavos Only (₱130,291.20)</p>

	<p><u>Lot 3: Janitorial Services for PSA-PSO Agusan del Sur</u></p> <p>One Hundred Thirty Thousand Two Hundred Ninety-One Pesos and Twenty Centavos Only (₱130,291.20)</p> <p><u>Lot 4: Janitorial Services for PSA-PSO Dinagat Islands</u></p> <p>One Hundred Thirty Thousand Two Hundred Ninety-One Pesos and Twenty Centavos Only (₱130,291.20)</p> <p><u>Lot 5: Janitorial Services for PSA-PSO Surigao del Norte</u></p> <p>One Hundred Thirty Thousand Two Hundred Ninety-One Pesos and Twenty Centavos Only (₱130,291.20)</p> <p><u>Lot 6: Janitorial Services for PSA-PSO Surigao del Sur</u></p> <p>One Hundred Thirty Thousand Two Hundred Ninety-One Pesos and Twenty Centavos Only (₱130,291.20)</p>
20.2	<p>For post qualification, Bidders must submit the following additional requirements:</p> <ol style="list-style-type: none"> 1. BIR Registration Certification with T.I.N. 2. Income Tax Return (Form 1701 or 1702) for 2021 3. Quarterly VAT Returns of the past 4 quarters for VAT Registered (2550Q) (for the quarters ending, December 2021, September 2021, June 2021, March 2021) 4. For corporation, Updated General Information Sheet, Certified True Copy from SEC and Certification Filing Information from SEC or DTI Certificate of Registration for Partnership or Sole Proprietorship 5. Enrolment to BIR EFPS (BIR Form 1903 or 1901) 6. Current year Business Permit 7. Latest Tax Clearance 8. 2021 Audited Financial Statements
21.1	<p>Submission of a photocopy of the NBI Clearance of each of the personnel to be assigned shall be required for this project.</p>
21.2	<p>List of additional certificates, clearances and other requirements relevant to the Project which are required to be submitted upon post-qualification:</p> <ol style="list-style-type: none"> 1) Clearance/Certificate of compliance with the statutory obligations from the regional offices of the National Labor

	<p>Relations Commission (NLRC) and the Department of Labor and Employment (DOLE) where the main office of the Janitorial Services Agency is based covering the period of at least one (1) year preceding the deadline for submission of bids.</p> <p>If in the event there are pending or adverse decisions relative to the preceding paragraph, a list of the cases and copies of the adverse decisions will be submitted.</p> <ol style="list-style-type: none">2) Clearance/Certificate of remittance and compliance with statutory obligation from the SSS Regional Office where the main office of the Security Agency is based;3) Clearance/Certificate of remittance and of Good Standing and compliance with statutory obligation from PAG-IBIG;4) Clearance/Certificate of remittance and of Good Standing and compliance with statutory obligation from PHILHEALTH;
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Section IV. General Conditions of Contract

1. **Scope of Contract**

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

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

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

2. **Advance Payment and Terms of Payment**

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

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

3. **Performance Security**

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

4. **Inspection and Tests**

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause															
1	<p><i>Additional requirements for the execution of this Contract:</i></p> <p>Delivery and Documents</p> <p>The Delivery terms of this Contract shall be as follows:</p> <p>The delivery of services under the terms applicable to this Contract are to be made at the project site: PSA-RSSO XIII (LOT 1), PSA-PSO AGUSAN DEL NORTE (LOT 2), PSA-PSO AGUSAN DEL SUR (LOT 3), PSA-PSO DINAGAT ISLANDS (LOT 4), PSA-PSO SURIGAO DEL NORTE (LOT 5), and PSA-SURIGAO DEL SUR (LOT 6), not to exceed (1) day from the exact time specified in the Notice to Proceed to the winning bidder. Risk and title will pass from the Supplier to the Procuring Entity only upon receipt and final acceptance of the services.</p> <p>Delivery of the Janitorial Services shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>A. AREAS COVERED</p> <p>The AGENCY shall provide janitorial, sanitation, and related services for and at the premises used by and under the responsibility of the CLIENT, specifically in the areas identified below, with the corresponding personnel deployment.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="width: 50%; text-align: center;">OFFICE/AREA</th> <th style="width: 50%; text-align: center;">NUMBER OF JANITORS</th> </tr> </thead> <tbody> <tr> <td>PSA-RSSO XIII</td> <td style="text-align: center;">Two (2)</td> </tr> <tr> <td>PSA-PSO Agusan del Norte</td> <td style="text-align: center;">One (1)</td> </tr> <tr> <td>PSA-PSO Agusan del Sur</td> <td style="text-align: center;">One (1)</td> </tr> <tr> <td>PSA-PSO Dinagat Islands</td> <td style="text-align: center;">One (1)</td> </tr> <tr> <td>PSA-PSO Surigao del Norte</td> <td style="text-align: center;">One (1)</td> </tr> <tr> <td>PSA-PSO Surigao del Sur</td> <td style="text-align: center;">One (1)</td> </tr> </tbody> </table> <p>The AGENCY agrees to undertake the availability of its services and personnel in the event there is a need to transfer or relocation of the assigned areas or offices. Any incidental expenses that may be incurred in view of such transfer or relocation shall be on the account of the AGENCY and without additional cost to the CLIENT.</p>	OFFICE/AREA	NUMBER OF JANITORS	PSA-RSSO XIII	Two (2)	PSA-PSO Agusan del Norte	One (1)	PSA-PSO Agusan del Sur	One (1)	PSA-PSO Dinagat Islands	One (1)	PSA-PSO Surigao del Norte	One (1)	PSA-PSO Surigao del Sur	One (1)
OFFICE/AREA	NUMBER OF JANITORS														
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PSA-PSO Dinagat Islands	One (1)														
PSA-PSO Surigao del Norte	One (1)														
PSA-PSO Surigao del Sur	One (1)														

B. OBLIGATION AND RESPONSIBILITIES OF THE AGENCY

The AGENCY shall supply the necessary labor and supervision for the daily upkeep and maintenance of the CLIENT's offices. The janitorial, sanitation, and related services shall consist of the following schedules:

I. Daily Schedule/Operations

For each assigned area, the following should be properly and thoroughly cleaned/performed:

- PSA premises, including the stairs, alley, waiting area, garage area, storage area, conference rooms and training room
- PSA comfort rooms for employees and clients
- Garbage collection per canister in all work areas and turn over to the Guard on duty for schedule of garbage collection
- Electric fans and air-conditioning screen at PSA
- Glass walls and partition
- Washing of the rubber mats
- Other activities as instructed by the Regional Director/ Chief Administrative Officer/Chief Statistical Specialist and/or other supervisor/s.

II. Weekly Schedule/Operations

A general cleaning should be done with emphasis on the following:

- Corners and inner areas of the rooms
- Ceilings, lighting fixtures/diffusers and upper walls
- Floors for polishing
- Rugs and carpets to be vacuumed
- Railings and façade including the markers
- Area under staircase

III. Monthly Schedule/Operations

Thorough general cleaning of all areas covered in Section VII (Technical Specifications):

- Cleaning and inspection of window glasses, lights, doors, and partitions
- Signages

	<p style="text-align: center;">Other Duties and Responsibilities of the AGENCY</p> <ol style="list-style-type: none"> 1. Making available, at all times, of reliever/s and/or replacement/s, to ensure continuous and uninterrupted services, in case of absences; 2. Necessary supervision over work of its personnel; 3. Provision of uniform to the assigned janitors; 4. Compliance with the DOLE Department Order No. 18-A Series of 2021, existing applicable labor laws, rules and regulations, and warrant the prompt payment of salaries and allowances to its employees, within the legal rate provided by law; 5. Assumption of full responsibility for any claim that its janitors or workers may have, by reasons of their employment, and that in case of accident, injury or illness incurred in the line of duty, the CLIENT should not in any way be liable by the AGENCY; 6. Liability for damage to or loss of property belonging to the CLIENT and of its employees; and 7. Assumption of responsibility with regard to the compliance with the requirements of the New Labor Code, the Social Security Act, and other laws pertaining to employer-employee relationship. The CLIENT may require the AGENCY to show or produce papers, receipts of payment of SSS, PhilHealth, and other evidences to show compliance to the New Labor Code. <p>C. WORKING HOURS</p> <p>The AGENCY shall render services for eight (8) hours a day, six (6) days a week, Mondays to Saturdays, including Sundays and holidays, as the need arises. The CLIENT shall however, prescribe the time or schedule of work to be followed by the employees of the AGENCY.</p> <p>D. COMPENSATION AND MANNER OF PAYMENT</p> <p>For and in consideration of the services to be rendered by the AGENCY to PSA-RSSO XIII and its five (5) PSOs during the term of this agreement, the CLIENT thru PSA-RSSO XIII and its five (5) PSOs shall pay the AGENCY a monthly rate and the total contract price as specified in the contract.</p>
	<p>The statement of account shall be accompanied by:</p> <ol style="list-style-type: none"> 1. A duplicate copy of the bank's "certificate" with the signature of the appropriate bank officer showing confirmation that the amount debited was against the AGENCY's account and thereafter credited to the account stated therein. In case where payment is through modes other than ATM, a certified true

copy of the signed payroll duly noted by the Maintenance Unit Head/Finance or Human Resource Head shall be submitted.

2. An executive summary covering the following:
 - a. Name of janitors;
 - b. Actual number of hours in a day/shift rendered;
 - c. Number of days rendered for the period;
 - d. In cases of absences, to show name of reliever, if any, and number of hours/days(s) involved; and,
 - e. The amount paid to the janitor for the period.
3. The janitor's daily time records for the previous billing period duly certified by the CLIENT.
4. A certification under oath by the AGENCY that all janitors assigned to the CLIENT have been paid their wages for the period claimed in accordance with relevant Wage Orders and Mandatory benefits such as SSS, Medicare, etc.

All claims for differentials as a result of relevant Wage Orders shall be filed within three (3) months from the effectivity of the Wage Orders and must be accompanied by: a certification under oath that the same has been paid to the janitors, and a certified true copy of the duly accomplished and signed payroll.

The AGENCY must implement the applicable wage orders within three (3) months from the effectivity thereof.

Deductions made from the salaries of janitors plus the corresponding employer's (AGENCY) share of SSS, Philhealth, and PAG-IBIG shall be remitted to the respective offices on a monthly basis. Proofs of said remittances shall be a requirement for payment of AGENCY's claim which shall be on a quarterly basis.

The CLIENT reserves the right to verify the actual salaries/wages being paid to the janitors. All payments under this contract shall be subject to the usual accounting and auditing rules of the government.

The AGENCY shall pay all personnel costs under this contract:

- a. Wages, salaries and wage adjustments, if any;
- b. Social Security premiums and insurance required by law;
- c. Any remunerations required by law;
- d. Uniforms, IDs, etc. and
- e. Government licensing charges and taxes.

E. PERSONNEL

1. In case the CLIENT decides to request for additional number of personnel from the AGENCY, the monthly consideration specified in Section D hereof shall be observed.
2. The AGENCY's employees shall at all times be in proper and clean uniform provided by the AGENCY. For the purpose of easy identification, all janitors shall wear an ID tag and only one type of uniform and color scheme shall be adopted.
3. The AGENCY agrees to submit itself, its representatives and all its workers under it to security and safety rules and other pertinent regulations of the CLIENT.
4. The AGENCY shall, upon representation by the CLIENT, replace any janitor: a. Whose work performance, behavior, and attitude falls below the standards of the CLIENT; or, b. Whose conduct is unsatisfactory or prejudicial to the best interests of the CLIENT; or,
5. The AGENCY shall provide the CLIENT a copy of the biodata of all the janitors deployed to the CLIENT, including the photocopy of updated NBI clearance to provide proof of no derogatory records, medical certificate, and psychological test results. Each biodata shall contain a recent photo as well as the specimen signature of the janitor.

F. STABILITY

Years of experience: At least five (5) years in janitorial services (supported by company profile).

G. CONFIDENTIALITY CLAUSE

The Janitors provided by the AGENCY shall at all times maintain confidentiality of all documents and any information that they may have knowledge by virtue of their services to the CLIENT and not to disclose to any third party all confidential information received from or entrusted by the CLIENT. The Janitors shall be prohibited from using the confidential information or documents received or entrusted by the CLIENT for purposes other than compliance with its obligation as janitors.

H. OBLIGATIONS OF THE AGENCY TO ITS EMPLOYEES

Aside from paying their employees the proper salaries/wages and benefits, the AGENCY shall:

- Provide each janitor with at least two (2) sets of new uniforms and an ID at the start of the contract period. The AGENCY shall not

deduct from the salary or claim from the janitor the cost of uniforms and IDs;

- Notify the janitors at the time of hiring as to the wages and working conditions under which they are employed, which shall include, but not be limited to, the following:
 - a. The rate of wages payable;
 - b. The method of calculation of wages;
 - c. The periodicity of wage payment- the hour, day, and place of payment;
 - d. Any increase or change with respect to any of the foregoing items during the existence of the contract.

- Provide each janitor with a copy of the manual operations/company rules and regulations of the AGENCY on the following:
 - a. Recruitment of personnel;
 - b. Salaries of personnel;
 - c. Attendance/leave credits;
 - d. Performance standards;
 - e. Sanctions for violation(s) of company rules and regulations;
 - f. Equipment and supplies; and,
 - g. Duties/functions/responsibilities of personnel

The AGENCY shall have primary and principal responsibility for the discipline of all its assigned janitors under its employment.

I. PERFORMANCE BOND

The AGENCY shall post a performance bond issued by a surety or insurance company duly certified by the Insurance Commission, as authorized to issue such security, within five (5) days upon receipt of the Notice of Award (NOA) in the amount equivalent to five percent (5%) of the total contract price to guarantee the full and faithful performance of its obligations according to the terms and conditions hereof, which shall include any losses or damages that may be sustained by the CLIENT as a result of the negligence of the AGENCY or its employees in the performance of its duty.

J. LIABILITIES AND THIRD PARTIES

There exists no employer-employee relationship between the CLIENT and the AGENCY and/or the latter's personnel. The AGENCY warrants this fact to third persons.

The AGENCY further warrants that the CLIENT shall be free from any suit or liability resulting from claims by third parties of any nature, whether of injuries, damage or death, caused by the employees of the AGENCY in the performance of their duties. Likewise, the AGENCY

	<p>warrants that the CLIENT shall be free from any suit or liability of any nature, whether of injuries, damage or death that may be suffered by the janitors in the performance of their duties.</p> <p>The AGENCY shall at all times stand solely liable and/or responsible for said eventualities and shall hold the CLIENT free from any and all liabilities in respect thereto or arising there from. If despite said stipulation, the CLIENT is still sued for any claim arising from this contract and is adjudged liable for said claim, then the AGENCY will immediately pay to the CLIENT the amount of the judgment debt to enable the latter to satisfy the same to the winning party.</p> <p>All legal expenses incurred by the CLIENT caused by such suit shall be paid by the AGENCY to the CLIENT within five (5) days from notice. CLIENT has the authority/option to obtain such expense from the performance bond required from the AGENCY under the contract.</p> <p>K. DISAGREEMENT, VENUE OF ACTION, AND GOVERNING LAW</p> <p>The AGENCY and the CLIENT shall resolve any dispute arising out of, or relating to this contract which cannot be settled amicably shall be filed in the proper court of Butuan City, to the exclusion of all other courts and venues. This contract shall be construed, interpreted, in accordance with and governed by Philippine laws.</p> <p>L. DURATION OF AGREEMENT</p> <p>This contract shall take effect on May 1, 2022 and shall continue to be in force and effect until December 31, 2022, however, the CLIENT may, upon written notice, arising from the violation by the AGENCY of any of the provisions herein, rescind the contract for such failure of the AGENCY to abide by the terms and conditions hereof.</p> <p>Failure of the CLIENT to demand compliance with any of the conditions stipulated herein, or any act of liberality on the part of the CLIENT, shall not be considered or construed as a waiver on the part of the CLIENT of its right/authority to enforce any of the provisions of this contract nor shall it relieve the AGENCY of any of its obligations provided herein.</p> <p>M. MISCELLANEOUS</p> <p>Any revision, modification, or variation on any of the terms and conditions agreed upon in this contract shall be reduced to writing in order to bind the parties.</p>
2.2	No further instruction.

4	The inspections that will be conducted are actual inspection of the performance of the janitorial manpower at any time it is deemed necessary or as referred to Section VII. Technical Specifications.
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Section VI. Schedule of Requirements

Section VI. Schedule of Requirements

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

Description	Quantity	Total	Delivered, Weeks/Months
<p>Eight (8) months supply of Janitorial Services at the PSA RSSO XIII and its five (5) PSOs for six (6) days work per week, rendering at least eight (8) hours daily duty from Mondays to Saturdays, including Sundays and holidays as the need arises.</p> <p>Breakdown as follows:</p> <ul style="list-style-type: none"> ▪ Lot 1: Two (2) janitors for PSA-RSSO XIII ▪ Lot 2: One (1) janitor for PSA-PSO Agusan del Norte ▪ Lot 3: One (1) janitor for PSA-PSO Agusan del Sur ▪ Lot 4: One (1) janitor for PSA-PSO Dinagat Islands ▪ Lot 5: One (1) janitor for PSA-PSO Surigao del Norte ▪ Lot 6: One (1) janitor for PSA-PSO Surigao del Sur 	6	Lot	<p>Shall not exceed one (1) day from the exact time specified in the Notice to Proceed.</p> <p><u>Effectivity of contract shall be from May 1, 2022 to December 31, 2022.</u></p>
<p>A. MINIMUM REQUIREMENTS</p> <p>➤ General Requirements</p> <ol style="list-style-type: none"> 1. Preferably with experience in janitorial services from government agency 2. Preferably not more than 50 years old 3. With Good Moral Character No derogatory record 4. Physically and mentally fit (medical certificate and psychological test results) 5. Preferably with basic background on electricity and plumbing 6. Ability to speak local dialect and deal with public tactfully 7. No existing contract with other office/ agency <p>B. SCOPE OF WORK</p> <p>➤ Provision of Janitorial Services for Eight (8) Months from May 1, 2022 to December 31, 2022 on Lot 1: Janitorial Services for PSA-RSSO XIII; Lot 2: Janitorial Services for PSA-PSO Agusan del Norte; Lot 3: Janitorial Services for PSA-PSO Agusan del Sur; Lot 4: Janitorial Services for PSA-</p>			

PSO Dinagat Islands; Lot 5: Janitorial Services for PSA-PSO Surigao del Norte; and Lot 6: Janitorial Services for PSA-PSO Surigao del Sur.

The AGENCY shall supply the necessary labor and supervision for the daily upkeep and maintenance of the CLIENT's offices. The janitorial, sanitation, and related services shall consist of the following schedules:

I. Daily Schedule/Operations

For each assigned area, the following should be properly and thoroughly cleaned/performed:

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- Electric fans and air-conditioning screen at PSA
- Glass walls and partition
- Washing of the rubber mats
- Other activities as instructed by the Regional Director/ Chief Administrative Officer/Chief Statistical Specialist and/or other supervisor/s.

II. Weekly Schedule/Operations

A general cleaning should be done with emphasis on the following:

- Corners and inner areas of the rooms
- Ceilings, lighting fixtures/diffusers and upper walls
- Floors for polishing
- Rugs and carpets to be vacuumed
- Railings and façade including the markers
- Area under staircase

III. Monthly Schedule/Operations

Thorough general cleaning of all areas covered in Section VII (Technical Specifications):

- Cleaning and inspection of window glasses, lights, doors and partitions
- Signages

Other Duties and Responsibilities of the AGENCY

1. Making available, at all times, of reliever/s and/or replacement/s, to ensure continuous and uninterrupted services, in case of absences;
2. Necessary supervision over work of its personnel;
3. Provision of uniform to the assigned janitors;

4. Compliance with the existing applicable labor laws, rules and regulations, and warrant the prompt payment of salaries and allowances to its employees, within the legal rate provided by law;
5. Assumption of full responsibility for any claim that its janitors or workers may have, by reasons of their employment, and that in case of accident, injury or illness incurred in the line of duty, the CLIENT should not in any way be liable by the AGENCY;
6. Liability for damage to or loss of property belonging to the CLIENT and of its employees; and
7. Assumption of responsibility with regard to the compliance with the requirements of the New Labor Code, the Social Security Act, and other laws pertaining to employer-employee relationship. The CLIENT may require the AGENCY to show or produce papers, receipts, of payment of SSS, PhilHealth, and other evidences to show compliance to the New Labor Code.

The Contract to be awarded shall be subject to existing DBM Guidelines on Cash-Based Budgeting (NBC No. 583 dated 4 January 2021) and other relevant regulations.

Section VII. Technical Specifications

Technical Specifications

Note: Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification.

Item	Description	Statement of Compliance														
1.0	<p>COMPOSITION</p> <p>In order to render the needed janitorial, sanitation, and related services, the number of personnel required shall be as follows:</p> <p>Total Number of Personnel: Seven (7) janitors</p> <ul style="list-style-type: none"> ▪ PSA-RSSO XIII – Two (2) janitors ▪ PSA-PSO Agusan del Norte – One (1) janitor ▪ PSA-PSO Agusan del Sur – One (1) janitor ▪ PSA-PSO Dinagat Islands – One (1) janitor ▪ PSA-PSO Surigao del Norte – One (1) janitor ▪ PSA-PSO Surigao del Sur – One (1) janitor 															
2.0	<p>DEPLOYMENT</p> <p>The Agency shall provide janitorial, sanitation, and related services for and at the premises used by and under the responsibility of the Client, specifically in the areas identified below, with the corresponding personnel deployment.</p> <p>The Agency agrees to undertake the availability of its services and personnel in the event there is a need to transfer or relocation of the assigned areas or offices. Any incidental expenses that may be incurred in view of such transfer or relocation shall be on the account of the contractor and without additional cost to the Client.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">OFFICE/AREA</th> <th style="text-align: center;">NUMBER OF JANITORS</th> </tr> </thead> <tbody> <tr> <td>PSA-RSSO XIII</td> <td style="text-align: center;">Two (2)</td> </tr> <tr> <td>PSA-PSO Agusan del Norte</td> <td style="text-align: center;">One (1)</td> </tr> <tr> <td>PSA-PSO Agusan del Sur</td> <td style="text-align: center;">One (1)</td> </tr> <tr> <td>PSA-PSO Dinagat Islands</td> <td style="text-align: center;">One (1)</td> </tr> <tr> <td>PSA-PSO Surigao del Norte</td> <td style="text-align: center;">One (1)</td> </tr> <tr> <td>PSA-PSO Surigao del Sur</td> <td style="text-align: center;">One (1)</td> </tr> </tbody> </table>	OFFICE/AREA	NUMBER OF JANITORS	PSA-RSSO XIII	Two (2)	PSA-PSO Agusan del Norte	One (1)	PSA-PSO Agusan del Sur	One (1)	PSA-PSO Dinagat Islands	One (1)	PSA-PSO Surigao del Norte	One (1)	PSA-PSO Surigao del Sur	One (1)	
OFFICE/AREA	NUMBER OF JANITORS															
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PSA-PSO Surigao del Norte	One (1)															
PSA-PSO Surigao del Sur	One (1)															
3.0	<p>OBLIGATION AND RESPONSIBILITIES OF THE CONTRACTOR</p> <p>Supply the necessary labor and supervision for the daily upkeep and maintenance of the client’s offices.</p> <p>Perform the following janitorial services among others:</p>															
3.1	<p>Daily Maintenance</p> <p>For each assigned area, the following should be properly and thoroughly cleaned/performed:</p> <p>PSA premises, including the stairs, alley, waiting area, garage area, storage area, conference rooms and training</p>															

	room	
	PSA comfort rooms for employees and clients	
	Garbage collection per canister in all work areas and turn over to the Guard on duty for schedule of garbage collection	
	Electric fans and air-conditioning screen at PSA	
	Glass walls and partition	
	Washing of the rubber mats	
	Other activities as instructed by the Regional Director/ Chief Administrative Officer/Chief Statistical Specialist and/or other supervisor/s.	
3.2	Weekly Maintenance	
	A general cleaning should be done with emphasis on the following:	
	Corners and inner areas of the rooms	
	Ceilings, lighting fixtures/diffusers and upper walls	
	Floors for polishing	
	Rugs and carpets to be vacuumed	
	Railings and façade including the markers	
	Area under staircase	
3.3	Monthly Maintenance	
	Thorough general cleaning of all areas covered in Section VII (Technical Specifications):	
	Cleaning and inspection of window glasses, lights, doors and partitions	
	Signages	
3.4	Other Duties and Responsibilities	
	Making available, at all times, of reliever/s and/or replacement/s, to ensure continuous and uninterrupted services, in case of absences;	
	Necessary supervision over work of its personnel;	
	Provision of uniform to the assigned janitors;	
	Compliance with the existing applicable labor laws, rules and regulations, and warrant the prompt payment of salaries and allowances to its employees, within the legal rate provided by law;	
	Assumption of full responsibility for any claim that its janitors or workers may have, by reasons of their employment, and that in case of accident, injury or illness incurred in the line of duty, the Client should not in any way be liable by the Agency;	
	Liability for damage to or loss of property belonging to the client and of its employees; and	
	Assumption of responsibility with regard to the compliance with the requirements of the New Labor Code, the Social Security Act, and other laws pertaining to employer-employee relationship. The Client may require the contractor to show or produce papers, receipts, of payment of SSS, PhilHealth, and other evidences to show compliance to the New Labor Code.	

4.0	PERSONNEL REQUIREMENTS	
	Preferably with experience in janitorial services from government agency	
	Preferably not more than 50 years old	
	With Good Moral Character	
	No derogatory record	
	Physically and mentally fit (medical certificate and psychological test results)	
	Preferably with basic background on electricity and plumbing	
	Ability to speak local dialect and deal with public tactfully	
	No existing contract with other office/ agency	
5.0	WORKING HOURS	
	The AGENCY shall render services for eight (8) hours a day, six (6) days a week, Mondays to Saturdays, including Sundays and holidays, as the need arises. The CLIENT shall however, prescribe the time or schedule of work to be followed by the employees of the AGENCY.	
6.0	COMPENSATION AND MANNER OF PAYMENT	
	For and in consideration of the services to be rendered by the AGENCY to PSA-RSSO XIII and its five (5) PSOs during the term of this agreement, the CLIENT thru PSA-RSSO XIII and its five (5) PSOs shall pay the AGENCY a monthly rate and the total contract price as specified in the Contract of Janitorial Services.	
	The statement of account shall be accompanied by:	
	A duplicate copy of the bank's "certificate" with the signature of the appropriate bank officer showing confirmation that the amount debited was against the AGENCY's account and thereafter credited to the account stated therein. In case where payment is through modes other than ATM, a certified true copy of the signed payroll duly noted by the Maintenance Unit Head/Finance or Human Resource Head shall be submitted.	
	An executive summary covering the following: a. Name of janitors; b. Actual number of hours in a day/shift rendered; c. Number of days rendered for the period; d. In cases of absences, to show name of reliever, if any, and number of hours/days(s) involved; and, e. The amount paid in janitor for the period.	
	The janitor's daily time records for the previous billing period duly certified by the CLIENT.	
A certification under oath by the AGENCY that all janitors assigned to the CLIENT have been paid their wages for the period claimed in accordance with relevant Wage Orders and Mandatory benefits such as SSS, Medicare, etc. All claims for differentials as a result of relevant Wage Orders shall be filed within three (3) months from the		

	effectivity of the Wage Orders and must be accompanied by: a certification under oath that the same has been paid to the janitors, and a certified true copy of the duly accomplished and signed payroll.	
	The AGENCY must implement the applicable wage orders within three (3) months from the effectivity thereof.	
	Deductions made from the salaries of janitors plus the corresponding employer's (AGENCY) share of SSS, Philhealth and PAG-IBIG shall be remitted to the respective offices on a monthly basis. Proofs of said remittances shall be a requirement for payment of AGENCY's claim which shall be on a quarterly basis.	
	The CLIENT reserves the right to verify the actual salaries/wages being paid to the janitors. All payments under this contract shall be subject to the usual accounting and auditing rules of the government.	
	The AGENCY shall pay all personnel costs under this contract: a. Wages, salaries and wage adjustments, if any; b. Social Security premiums and insurance required by law; c. Any remunerations required by law; d. Uniforms, IDs, etc. and e. Government licensing charges and taxes.	
7.0	PERSONNEL	
	In case the CLIENT decides to request for additional number of personnel from the AGENCY, the monthly consideration specified in Section D hereof shall be observed.	
	The AGENCY's employees shall at all times be in proper and clean uniform provided by the AGENCY. For the purpose of easy identification, all janitors shall wear an ID tag and only one type of uniform and color scheme shall be adopted.	
	The AGENCY agrees to submit itself, its representatives and all its workers under it to security and safety rules and other pertinent regulations of the CLIENT.	
	The AGENCY shall, upon representation by the CLIENT, replace any janitor: a. Whose work performance, behavior, and attitude falls below the standards of the CLIENT; or, b. Whose conduct is unsatisfactory or prejudicial to the best interests of the CLIENT; or,	
	The AGENCY shall provide the CLIENT a copy of the biodata of all the janitors deployed to the CLIENT, including the photocopy of updated NBI clearance to provide proof of no derogatory records, medical certificate, and psychological test results. Each biodata shall contain a	

	recent photo as well as the specimen signature of the janitor.	
8.0	STABILITY Years of experience: At least five (5) years in janitorial services (supported by company profile).	
9.0	CONFIDENTIALITY CLAUSE The Janitors provided by the AGENCY shall at all times maintain confidentiality of all documents and any information that they may have knowledge by virtue of their services to the CLIENT and not to disclose to any third party all confidential information received from or entrusted by the CLIENT. The Janitors shall be prohibited from using the confidential information or documents received or entrusted by the CLIENT for purposes other than compliance with its obligation as janitors.	
10.0	OBLIGATIONS OF THE AGENCY TO ITS EMPLOYEES Aside from paying their employees the proper salaries/wages and benefits, the AGENCY shall: Provide each janitor with at least two (2) sets of new uniforms and an ID at the start of the contract period. The AGENCY shall not deduct from the salary or claim from the janitor the cost of uniforms and IDs; Notify the janitors at the time of hiring as to the wages and working conditions under which they are employed, which shall include, but not be limited to, the following: a. The rate of wages payable; b. The method of calculation of wages; c. The periodicity of wage payment- the hour, day, and place of payment; d. Any increase or change with respect to any of the foregoing items during the existence of the contract. Provide each janitor with a copy of the manual operations/company rules and regulations of the AGENCY on the following: a. Recruitment of personnel; b. Salaries of personnel; c. Attendance/leave credits; d. Performance standards; e. Sanctions for violation(s) of company rules and regulations; f. Equipment and supplies; and, g. Duties/functions/responsibilities of personnel The AGENCY shall have primary and principal responsibility for the discipline of all its assigned janitors under its employment.	
11.0	PERFORMANCE BOND The AGENCY shall post a performance bond issued by a surety or insurance company duly certified by the Insurance Commission, as authorized to issue such security, within five (5) days upon receipt of the Notice of Award (NOA) in	

	<p>the amount equivalent to five percent (5%) of the total contract price to guarantee the full and faithful performance of its obligations according to the terms and conditions hereof, which shall include any losses or damages that may be sustained by the CLIENT as a result of the negligence of the AGENCY or its employees in the performance of its duty.</p>	
12.0	<p>LIABILITIES AND THIRD PARTIES</p> <p>There exists no employer-employee relationship between the CLIENT and the AGENCY and/or the latter's personnel. The AGENCY warrants this fact to third persons.</p> <p>The AGENCY further warrants that the CLIENT shall be free from any suit or liability resulting from claims by third parties of any nature, whether of injuries, damage or death, caused by the employees of the AGENCY in the performance of their duties. Likewise, the AGENCY warrants that the CLIENT shall be free from any suit or liability of any nature, whether of injuries, damage or death that may be suffered by the janitors in the performance of their duties.</p> <p>The AGENCY shall at all times stand solely liable and/or responsible for said eventualities and shall hold the CLIENT free from any and all liabilities in respect thereto or arising there from. If despite said stipulation, the CLIENT is still sued for any claim arising from this contract and is adjudged liable for said claim, then the AGENCY will immediately pay to the CLIENT the amount of the judgment debt to enable the latter to satisfy the same to the winning party.</p> <p>All legal expenses incurred by the CLIENT caused by such suit shall be paid by the AGENCY to the CLIENT within five (5) days from notice. CLIENT has the authority/option to obtain such expense from the performance bond required from the AGENCY under the contract.</p>	
13.0	<p>DISAGREEMENT, VENUE OF ACTION, AND GOVERNING LAW</p> <p>The AGENCY and the CLIENT shall resolve any dispute arising out of, or relating to this contract which cannot be settled amicably shall be filed in the proper court of Butuan City, to the exclusion of all other courts and venues. This contract shall be construed, interpreted, in accordance with and governed by Philippine laws.</p>	

***Section VIII. Checklist of Technical and
Financial Documents***

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
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 Capacity (NFCC);
or
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

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

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

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

II. FINANCIAL COMPONENT ENVELOPE

- (a) Original of duly signed and accomplished Financial Bid Form;
and
- (b) Original of duly signed and accomplished Price Schedule(s).

Republic of the Philippines



Government Procurement Policy Board

Bid Forms

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: _____

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]

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 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 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, [*Named 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 above written.

[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]

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]

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]

**STATEMENT OF ALL GOVERNMENT AND PRIVATE
CONTRACTS COMPLETED WITHIN THE LAST THREE (3)
YEARS WHICH ARE SIMILAR IN NATURE**

Name of Agency : _____
 Address : _____
 Telephone/Fax Numbers : _____

Name of Contract	a. Name of Owner b. Address	Nature of Work	Bidder's Role		a. Amount at Award	a. Date of Award
			Description	%	b. Amount at Completion	b. Contract Effectivity
Government						
Private						

Note: This statement shall be supported with:

1. Notice of Award and/or Contract {for Government and Private Contracts}
2. Notice to Proceed {for Government Contracts only}
3. Certificate of Accomplishments/Satisfactory Performance signed by the authorized representative of the Owner/Client

Submitted by : _____
{Printed Name and Signature}

Designation : _____

Date : _____

**STATEMENT OF ALL ON-GOING GOVERNMENT AND PRIVATE
CONTRACTS INCLUDING AWARDED BUT NOT YET STARTED**

Name of Agency : _____
 Address : _____
 Telephone/Fax Numbers : _____

Name of Contract	a. Name of Owner b. Address c. Telephone nos.	Nature of Work	Bidder's Role		a. Date Awarded b. Date Started c. Date Completion	% of Accomplishment		Value of Outstanding Works/Delivered Portion
			Description	%		Planned	Actual	
Government								
Private								

Note: This statement shall be supported with:

2. Notice of Award and/or Contract (for Government and Private Contracts)
3. Notice to Proceed (for Government Contracts only)
4. Certificate of Satisfactory Performance (on-going or completed) issued by the authorized representative of the Owner/Client

Submitted by : _____
 (Printed Name and Signature)
 Designation : _____
 Date : _____

(Bidder's Company Letterhead)

**CERTIFICATE OF NET FINANCIAL CONTRACTING CAPACITY
(Show Actual Computation)**

This is to certify that our Net Financial Contracting Capacity (NFCC) is Philippine Pesos _____ (Php _____). The computation of a bidder's NFCC must be at least equal to the ABC to be bid, calculated as follows:

$$\text{NFCC} = (\text{CA} - \text{CL}) (\text{K}) - \text{C}$$

Where:

CA = Current Assets

CL = Current Liabilities

K = 15

C = value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

Issued this _____ day of _____, 2022.

(Company Authorized Representative)

NAME :

DESIGNATION :

Draft Contract of Janitorial Services

CONTRACT OF JANITORIAL SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This **CONTRACT** made and entered on the ____ day of _____ **2022**, in the City of Butuan, Province of Agusan del Norte, Philippines, by and between:

The **PHILIPPINE STATISTICS AUTHORITY (PSA)**, created under Republic Act 10625 with principal office at 3rd Floor CVEA Bldg., East Avenue, Quezon City, Philippines with **HON. CLAIRE DENNIS S. MAPA, PhD.**, National Statistician and Civil Registrar General, duly represented in RSSO XIII (Caraga Region), Freeman Building, J.C. Aquino Avenue, Butuan City by **ROSALINDA C. APURA, D.M.**, Regional Director, of legal age, married and a resident of Barangay 5, San Francisco, Agusan del Sur, Philippines, hereinafter referred to as "**CLIENT**";

- and -

_____, a registered janitorial **AGENCY** duly organized and existing under and by virtue of the laws of the Republic of the Philippines with office address at the _____, represented in this act by its Proprietor/General Manager, _____ now hereafter referred to as the "**AGENCY**".

WITNESSETH:

WHEREAS, the **PSA-Regional Statistical Services Office (RSSO) XIII** and its five **Provincial Statistical Offices (PSOs)**, namely, **PSA-PSO Agusan del Norte, PSA-Agusan del Sur, PSA-PSO Dinagat Islands, PSA-PSO Surigao del Norte, and PSA-PSO Surigao del Sur** need janitorial services to maintain cleanliness and sanitation within its premises;

WHEREAS, after the bidding process duly conducted by the PSA-RSSO XIII Bids and Awards Committee (BAC) and upon recommendation of its Technical Working Group (TWG) that the bid of _____ passed the Eligibility (Technical, Financial, and Post Qualification Evaluation) and was declared as the Lowest Calculated and Responsive Bid as contained in BAC Resolution No. _____ dated _____;

NOW, THEREFORE, for and in the consideration of the foregoing premises and have their mutual covenants and stipulations, the parties hereto have agreed to be bound by the following terms and conditions;

A. AREAS COVERED

The **AGENCY** shall provide janitorial, sanitation, and related services for and at the premises used by and under the responsibility of the **CLIENT**, specifically in the areas identified below, with the corresponding personnel deployment.

OFFICE/AREA	NUMBER OF JANITORS
PSA-RSSO XIII	Two (2)
PSA-PSO Agusan del Norte	One (1)
PSA-PSO Agusan del Sur	One (1)
PSA-PSO Dinagat Islands	One (1)
PSA-PSO Surigao del Norte	One (1)
PSA-PSO Surigao del Sur	One (1)

The **AGENCY** agrees to undertake the availability of its services and personnel in the event there is a need to transfer or relocation of the assigned areas or offices. Any incidental expenses that may be incurred in view of such transfer or relocation shall be on the account of the **AGENCY** and without additional cost to the **CLIENT**.

B. OBLIGATION AND RESPONSIBILITIES OF THE AGENCY

The **AGENCY** shall supply the necessary labor and supervision for the daily upkeep and maintenance of the **CLIENT**'s offices. The janitorial, sanitation, and related services shall consist of the following schedules:

I. Daily Schedule/Operations

For each assigned area, the following should be properly and thoroughly cleaned/performed:

- PSA premises, including the stairs, alley, waiting area, garage area, storage area, conference rooms and training room
- PSA comfort rooms for employees and clients
- Garbage collection per canister in all work areas and turn over to the Guard on duty for schedule of garbage collection
- Electric fans and air-conditioning screen at PSA
- Glass walls and partition
- Washing of the rubber mats
- Other activities as instructed by the Regional Director/ Chief Administrative Officer/Chief Statistical Specialist and/or other supervisor/s.

II. Weekly Schedule/Operations

A general cleaning should be done with emphasis on the following:

- Corners and inner areas of the rooms
- Ceilings, lighting fixtures/diffusers and upper walls
- Floors for polishing
- Rugs and carpets to be vacuumed
- Railings and façade including the markers
- Area under staircase

III. Monthly Schedule/Operations

Thorough general cleaning of all areas covered in Section VII (Technical Specifications):

- Cleaning and inspection of window glasses, lights, doors and partitions
- Signages

Other Duties and Responsibilities of the AGENCY

1. Making available, at all times, of reliever/s and/or replacement/s, to ensure continuous and uninterrupted services, in case of absences;
2. Necessary supervision over work of its personnel;
3. Provision of uniform to the assigned janitors;
4. Compliance with the existing applicable labor laws, rules and regulations, and warrant the prompt payment of salaries and allowances to its employees, within the legal rate provided by law;
5. Assumption of full responsibility for any claim that its janitors or workers may have, by reasons of their employment, and that in case of accident,

injury or illness incurred in the line of duty, the **CLIENT** should not in any way be liable by the **AGENCY**;

6. Liability for damage to or loss of property belonging to the **CLIENT** and of its employees; and
7. Assumption of responsibility with regard to the compliance with the requirements of the New Labor Code, the Social Security Act, and other laws pertaining to employer-employee relationship. The **CLIENT** may require the **AGENCY** to show or produce papers, receipts, of payment of SSS, PhilHealth, and other evidences to show compliance to the New Labor Code.

C. WORKING HOURS

The **AGENCY** shall render services for eight (8) hours a day, six (6) days a week, Mondays to Saturdays, including Sundays and holidays, as the need arises. The **CLIENT** shall however, prescribe the time or schedule of work to be followed by the employees of the **AGENCY**.

D. COMPENSATION AND MANNER OF PAYMENT

For and in consideration of the services to be rendered by the **AGENCY** to PSA-RSSO XIII and its five (5) PSOs during the term of this agreement, the **CLIENT** thru PSA-RSSO XIII and its five (5) PSOs shall pay the **AGENCY** a monthly rate and the total contract price as specified below:

PSA Office	Description	Monthly Rate per Janitor
PSA RSSO XIII (Lot 1)	Two (2) Janitors 8-Hour Duty on Mondays to Saturdays, including Sundays and holidays as the need arises and payable semi-monthly, inclusive of the Value Added Tax (VAT)	₱ _____
Total Monthly Rate for Two (2) Janitors		₱ _____
Total Contract Price for Lot 1 (2 Janitors for 8 Months)		₱ _____
PSA PSO Agusan del Norte (Lot 2)	One (1) Janitor 8-Hour Duty on Mondays to Saturdays, including Sundays and holidays as the need arises and payable semi-monthly, inclusive of the Value Added Tax (VAT)	₱ _____
Total Contract Price for Lot 2 (1 Janitor for 8 Months)		₱ _____
PSA PSO Agusan del Sur (Lot 3)	One (1) Janitor 8-Hour Duty on Mondays to Saturdays, including Sundays and holidays as the need arises and payable semi-monthly, inclusive of the Value Added Tax (VAT)	₱ _____
Total Contract Price for Lot 3 (1 Janitor for 8 Months)		₱ _____
PSA PSO Dinagat Islands (Lot 4)	8-Hour Duty on Mondays to Saturdays, including Sundays and holidays as the need arises and payable semi-monthly, inclusive of the Value Added Tax (VAT)	₱ _____
Total Contract Price for Lot 4 (1 Janitor for 8 Months)		₱ _____

PSA Office	Description	Monthly Rate per Janitor
PSA PSO Surigao del Norte (Lot 5)	One (1) Janitor 8-Hour Duty on Mondays to Saturdays, including Sundays and holidays as the need arises and payable semi-monthly, inclusive of the Value Added Tax (VAT)	₱ _____
Total Contract Price for Lot 5 (1 Janitor for 8 Months)		₱ _____
PSA PSO Surigao del Sur (Lot 6)	One (1) Janitor 8-Hour Duty on Mondays to Saturdays, including Sundays and holidays as the need arises and payable semi-monthly, inclusive of the Value Added Tax (VAT)	₱ _____
Total Contract Price for Lot 6 (1 Janitor for 8 Months)		₱ _____
Total Contract Price for Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, and Lot 6		₱ _____

The statement of account shall be accompanied by:

1. A duplicate copy of the bank's "certificate" with the signature of the appropriate bank officer showing confirmation that the amount debited was against the **AGENCY's** account and thereafter credited to the account stated therein. In case where payment is through modes other than ATM, a certified true copy of the signed payroll duly noted by the Maintenance Unit Head/Finance or Human Resource Head shall be submitted.
2. An executive summary covering the following:
 - a. Name of janitors;
 - b. Actual number of hours in a day/shift rendered;
 - c. Number of days rendered for the period;
 - d. In cases of absences, to show name of reliever, if any, and number of hours/days(s) involved; and,
 - e. The amount paid in janitor for the period.
3. The janitor's daily time records for the previous billing period duly certified by the **CLIENT**.
4. A certification under oath by the **AGENCY** that all janitors assigned to the **CLIENT** have been paid their wages for the period claimed in accordance with relevant Wage Orders and Mandatory benefits such as SSS, Medicare, etc.

All claims for differentials as a result of relevant Wage Orders shall be filed within three (3) months from the effectivity of the Wage Orders and must be accompanied by: a certification under oath that the same has been paid to the janitors, and a certified true copy of the duly accomplished and signed payroll.

The **AGENCY** must implement the applicable wage orders within three (3) months from the effectivity thereof.

Deductions made from the salaries of janitors plus the corresponding employer's (**AGENCY**) share of SSS, Philhealth and PAG-IBIG shall be remitted to the respective offices on a monthly basis. Proofs of said remittances shall be a requirement for payment of **AGENCY's** claim which shall be on a quarterly basis.

The **CLIENT** reserves the right to verify the actual salaries/wages being paid to the janitors. All payments under this contract shall be subject to the usual accounting and auditing rules of the government.

The **AGENCY** shall pay all personnel costs under this contract:

- a. Wages, salaries and wage adjustments, if any;
- b. Social Security premiums and insurance required by law;
- c. Any remunerations required by law;
- d. Uniforms, IDs, etc. and
- e. Government licensing charges and taxes.

E. PERSONNEL

1. In case the **CLIENT** decides to request for additional number of personnel from the **AGENCY**, the monthly consideration specified in Section D hereof shall be observed.
2. The **AGENCY's** employees shall at all times be in proper and clean uniform provided by the **AGENCY**. For the purpose of easy identification, all janitors shall wear an ID tag and only one type of uniform and color scheme shall be adopted.
3. The **AGENCY** agrees to submit itself, its representatives and all its workers under it to security and safety rules and other pertinent regulations of the **CLIENT**.
4. The **AGENCY** shall, upon representation by the **CLIENT**, replace any janitor: a. Whose work performance, behavior, and attitude falls below the standards of the **CLIENT**; or, b. Whose conduct is unsatisfactory or prejudicial to the best interests of the **CLIENT**; or,
5. The **AGENCY** shall provide the **CLIENT** a copy of the biodata of all the janitors deployed to the **CLIENT**, including the photocopy of updated NBI clearance to provide proof of no derogatory records, medical certificate, and psychological test results. Each biodata shall contain a recent photo as well as the specimen signature of the janitor.

F. STABILITY

Years of experience: At least five (5) years in janitorial services.

G. CONFIDENTIALITY CLAUSE

The Janitors provided by the **AGENCY** shall at all times maintain confidentiality of all documents and any information that they may have knowledge by virtue of their services to the **CLIENT** and not to disclose to any third party all confidential information received from or entrusted by the **CLIENT**. The Janitors shall be prohibited from using the confidential information or documents received or entrusted by the **CLIENT** for purposes other than compliance with its obligation as janitors.

H. OBLIGATIONS OF THE AGENCY TO ITS EMPLOYEES

Aside from paying their employees the proper salaries/wages and benefits, the **AGENCY** shall:

- Provide each janitor with at least two (2) sets of new uniforms and an ID at the start of the contract period. The **AGENCY** shall not deduct from the salary or claim from the janitor the cost of uniforms and IDs;

- Notify the janitors at the time of hiring as to the wages and working conditions under which they are employed, which shall include, but not be limited to, the following:
 - a. The rate of wages payable;
 - b. The method of calculation of wages;
 - c. The periodicity of wage payment- the hour, day, and place of payment;
 - d. Any increase or change with respect to any of the foregoing items during the existence of the contract.

- Provide each janitor with a copy of the manual operations/company rules and regulations of the **AGENCY** on the following:
 - a. Recruitment of personnel;
 - b. Salaries of personnel;
 - c. Attendance/leave credits;
 - d. Performance standards;
 - e. Sanctions for violation(s) of company rules and regulations;
 - f. Equipment and supplies; and,
 - g. Duties/functions/responsibilities of personnel

The **AGENCY** shall have primary and principal responsibility for the discipline of all its assigned janitors under its employment.

I. PERFORMANCE BOND

The **AGENCY** shall post a performance bond issued by a surety or insurance company duly certified by the Insurance Commission, as authorized to issue such security, within five (5) days upon receipt of the Notice of Award (NOA) in the amount equivalent to five percent (5%) of the total contract price to guarantee the full and faithful performance of its obligations according to the terms and conditions hereof, which shall include any losses or damages that may be sustained by the **CLIENT** as a result of the negligence of the **AGENCY** or its employees in the performance of its duty.

J. LIABILITIES AND THIRD PARTIES

There exists no employer-employee relationship between the **CLIENT** and the **AGENCY** and/or the latter's personnel. The **AGENCY** warrants this fact to third persons.

The **AGENCY** further warrants that the **CLIENT** shall be free from any suit or liability resulting from claims by third parties of any nature, whether of injuries, damage or death, caused by the employees of the **AGENCY** in the performance of their duties. Likewise, the **AGENCY** warrants that the **CLIENT** shall be free from any suit or liability of any nature, whether of injuries, damage or death that may be suffered by the janitors in the performance of their duties.

The **AGENCY** shall at all times stand solely liable and/or responsible for said eventualities and shall hold the **CLIENT** free from any and all liabilities in respect thereto or arising there from. If despite said stipulation, the **CLIENT** is still sued for any claim arising from this contract and is adjudged liable for said claim, then the **AGENCY** will immediately pay to the **CLIENT** the amount of the judgment debt to enable the latter to satisfy the same to the winning party.

All legal expenses incurred by the **CLIENT** caused by such suit shall be paid by the **AGENCY** to the **CLIENT** within five (5) days from notice. **CLIENT** has the authority/option to obtain such expense from the performance bond required from the **AGENCY** under the contract.

K. DISAGREEMENT, VENUE OF ACTION, AND GOVERNING LAW

The **AGENCY** and the **CLIENT** shall resolve any dispute arising out of, or relating to this contract which cannot be settled amicably shall be filed in the proper court of Butuan City, to the exclusion of all other courts and venues. This contract shall be construed, interpreted, in accordance with and governed by Philippine laws.

L. DURATION OF AGREEMENT

This contract shall take effect on May 1, 2022 and shall continue to be in force and effect until December 31, 2022, however, the **CLIENT** may, upon written notice, arising from the violation by the **AGENCY** of any of the provisions herein, rescind the contract for such failure of the **AGENCY** to abide by the terms and conditions hereof.

Failure of the **CLIENT** to demand compliance with any of the conditions stipulated herein, or any act of liberality on the part of the **CLIENT**, shall not be considered or construed as a waiver on the part of the **CLIENT** of its right/authority to enforce any of the provisions of this contract nor shall it relieve the **AGENCY** of any of its obligations provided herein.

M. MISCELLANEOUS

Any revision, modification, or variation on any of the terms and conditions agreed upon in this contract shall be reduced to writing in order to bind the parties.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized officers have signed and executed this CONTRACT on the ___ day of _____ **2022** at Butuan City, Philippines.

Republic of the Philippines:

PHILIPPINE STATISTICS AUTHORITY _____

FOR THE NATIONAL STATISTICIAN:

ROSALINDA C. APURA, DM _____
Regional Director Proprietor/General Manager

SIGNED IN THE PRESENCE OF:

BERNADETH I. BONACHITA _____
Chief Administrative Officer _____
PSA RSSO XIII _____

Certified as to funds availability:

HANNAH ELISHEBA OLIVIA O. PITOS
Accountant III

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF AGUSAN DEL NORTE)
BUTUAN CITY -----) S. S.

BEFORE ME, a Notary Public, for and in the City of Butuan and Province of Agusan del Norte, this ____ of _____ 2022, personally appeared the above-named persons with their Community Tax Certificates, known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same are their free act and deed and in behalf of the offices they represent.

<u>NAME</u>	<u>CTC NO/ID</u>	<u>ISSUED ON</u>	<u>ISSUED AT</u>
ROSALINDA C. APURA, D.M	_____	_____	PSA Manila
_____	_____	_____	_____

This instrument referred to Contract of Services consisting of eight (8) pages including this page wherein this acknowledgement is written, signed by the parties and their instrumental witnesses at the foot page at the left margin of each and every page thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this ____ day of _____ at the City of Butuan, Province of Agusan del Norte, Philippines.

Doc. No.: _____
Page No.: _____
Book No.: _____
Series of 2022

NOTARY PUBLIC