

# **PHILIPPINE BIDDING DOCUMENTS**

## **PROCUREMENT OF JANITORIAL SERVICES FOR THE PHILIPPINE STATISTICS AUTHORITY (PSA) CENTRAL OFFICE**

**Government of the Republic of the Philippines**

**PHILIPPINE STATISTICS AUTHORITY**

Quezon City, Philippines

**PUBLIC BIDDING NO. 2021-16 (EPA)**

**Sixth Edition**

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# Preface

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

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

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

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

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

# Table of Contents

<b>Glossary of Acronyms, Terms, and Abbreviations .....</b>	<b>4</b>
<b>Section I. Invitation to Bid.....</b>	<b>7</b>
<b>Section II. Instructions to Bidders.....</b>	<b>10</b>
1.    Scope of Bid .....	11
2.    Funding Information.....	11
3.    Bidding Requirements .....	11
4.    Corrupt, Fraudulent, Collusive, and Coercive Practices.....	11
5.    Eligible Bidders.....	11
6.    Origin of Goods .....	12
7.    Subcontracts .....	12
8.    Pre-Bid Conference .....	12
9.    Clarification and Amendment of Bidding Documents .....	12
10.   Documents comprising the Bid: Eligibility and Technical Components .....	13
11.   Documents comprising the Bid: Financial Component .....	13
12.   Bid Prices .....	13
13.   Bid and Payment Currencies .....	14
14.   Bid Security .....	14
15.   Sealing and Marking of Bids .....	14
16.   Deadline for Submission of Bids .....	15
17.   Opening and Preliminary Examination of Bids .....	15
18.   Domestic Preference .....	15
19.   Detailed Evaluation and Comparison of Bids .....	15
20.   Post-Qualification .....	16
21.   Signing of the Contract .....	16
<b>Section III. Bid Data Sheet .....</b>	<b>17</b>
<b>Section IV. General Conditions of Contract .....</b>	<b>19</b>
1.    Scope of Contract .....	20
2.    Advance Payment and Terms of Payment .....	20
3.    Performance Security .....	20
4.    Inspection and Tests .....	20
5.    Warranty .....	21
6.    Liability of the Supplier .....	21
<b>Section V. Special Conditions of Contract .....</b>	<b>22</b>
<b>Section VI. Schedule of Requirements .....</b>	<b>27</b>
<b>Section VII. Technical Specifications .....</b>	<b>28</b>
<b>Section VIII. Checklist of Technical and Financial Documents .....</b>	<b>37</b>

# *Glossary of Acronyms, Terms, and Abbreviations*

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

## ***Section I. Invitation to Bid***

### **Notes on the Invitation to Bid**

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

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

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

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





## INVITATION TO BID FOR JANITORIAL SERVICES FOR THE PHILIPPINE STATISTICS AUTHORITY (PSA) CENTRAL OFFICE FROM 03 JANUARY TO 31 DECEMBER 2022

1. The *PSA*, through the *National Expenditure Program FY 2022* intends to apply the sum of *Nine Million Five Hundred Thousand Pesos (Php9,500,000.00)* being the ABC to payments under the contract for *Public Bidding No. 2021-16 (EPA)*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *PSA* now invites bids for the above Procurement Project. Delivery of the Goods is required by *03 January to 31 December 2022*. Bidders should have completed, within *three (3) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from *Bids and Awards Committee (BAC) Secretariat* and inspect the Bidding Documents at the address given below during *8:00 a.m. to 5:00 p.m.*
5. A complete set of Bidding Documents may be acquired by interested Bidders starting **02 November 2021** from the given address and website(s) below *upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Ten Thousand Pesos (Php10,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person, by facsimile, or through electronic means*.
6. The *PSA* will hold a Pre-Bid Conference<sup>1</sup> on **11 November 2021 at 10:00 AM**, through video conferencing via Zoom platform which shall be open to prospective bidders. Meeting links will be provided to the respective email addresses provided to the BAC Secretariat by the interested bidders.

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<sup>1</sup> May be deleted in case the ABC is less than One Million Pesos (Php1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **23 November 2021 at 8:00AM**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **23 November 2021 at 10:00AM**. at the given address below. The link for Zoom conference will be sent to the respective email addresses given by the interested bidders. Bids will be opened in the presence of the bidders' representatives who choose to participate in the activity or witness the opening of the bids through video conferencing via Zoom platform. Bidders interested to participate shall coordinate and register with the BAC Secretariat for the link through email address indicated below. Late bids shall not be accepted.
10. The *PSA* 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.
11. For further information, please refer to:

**Mr. Joseph P. Cajita**

Head, BAC Secretariat

PSA Bids and Awards Committee

11<sup>th</sup> Floor, Cyberpod Centris One, Eton Centris

EDSA corner Quezon Avenue, Quezon City

Tel. No. : (02) 374-8270

Email Addresses: bac-secretariat@psa.gov.ph or bacsecretariat.psa@gmail.com

12. You may visit the following websites:

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

(SGD)

**MINERVA ELOISA P. ESQUIVIAS**  
Chairperson, Bids and Awards Committee

## ***Section II. Instructions to Bidders***

### **Notes on the Instructions to Bidders**

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

## **1. Scope of Bid**

The Procuring Entity, *PSA* wishes to receive Bids for the *Procurement of Janitorial Services for PSA Central Office from 03 January to 31 December 2022*, with identification number *Public Bidding No 2021-16 (EPA)*.

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

## **2. Funding Information**

2.1. The GOP through the source of funding as indicated below for *Fiscal Year (FY) 2022* in the amount of *Nine Million Five Hundred Thousand Pesos (Php9,500,000.00)*.

2.2. The source of funding is the National Expenditure Program.

## **3. Bidding Requirements**

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

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

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

## **4. Corrupt, Fraudulent, Collusive, and Coercive Practices**

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

## **5. Eligible Bidders**

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

- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent 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**

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 through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

## **9. Clarification and Amendment of Bidding Documents**

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the

**IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

## **10. Documents comprising the Bid: Eligibility and Technical Components**

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

## **11. Documents comprising the Bid: Financial Component**

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

## **12. Bid Prices**

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

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

### **13. Bid and Payment Currencies**

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

### **14. Bid Security**

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

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

## **17. Opening and Preliminary Examination of Bids**

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

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

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

## **18. Domestic Preference**

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

## **19. Detailed Evaluation and Comparison of Bids**

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

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.

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



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

## **20. Post-Qualification**

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

## **21. Signing of the Contract**

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

## ***Section III. Bid Data Sheet***

### **Notes on the Bid Data Sheet**

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

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

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

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

# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. <i>Janitorial services providing manpower and cleaning tools and equipment.</i></li> <li>b. completed within <i>three (3) years</i> prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	<i>Subcontracting is not allowed.</i>
12	The price of the Goods shall be quoted DDP <i>with the premises of the PSA Central Office</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than <i>One Hundred Ninety Thousand Pesos (Php190,000.00)</i>, which is equivalent to two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <i>Four Hundred Seventy Five Thousand Pesos (Php475,000.00)</i>, which is equivalent to five percent (5%) of ABC, if bid security is in Surety Bond.</li> </ul>
19.3	<i>The project will be awarded by lot.</i>
20	<p><i>Additional Post-Qualification Documents:</i></p> <ul style="list-style-type: none"> <li>1. <i>Proof of latest remittances to SSS, Philhealth and Pag-IBIG;</i></li> <li>2. <i>Certification of no adverse decision rendered by DOLE and NLRC in the last 3 years; and,</i></li> <li>3. <i>Certified true copy of tax remittances from BIR-Alpha listing as of December 2020.</i></li> </ul>
21	<i>No additional requirement.</i>

## ***Section IV. General Conditions of Contract***

### **Notes on the General Conditions of Contract**

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

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

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

## **1. Scope of Contract**

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

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

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

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

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

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

## **3. Performance Security**

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than 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 VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

## **5. Warranty**

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

## **6. Liability of the Supplier**

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

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

## ***Section V. Special Conditions of Contract***

### **Notes on the Special Conditions of Contract**

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

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

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

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

## Special Conditions of Contract

GCC Clau se  1	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to this Contract are delivered <i>within the premises of PSA Central Office</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>Atty. Revelyn C. Cayetano-Abduhalim, Chief Administrative Officer of General Services Division</i>.</p> <p><b>Incidental Services –</b></p> <p>The Supplier/Service Provider is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> </ol>
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- e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

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

**Terms and Conditions of the Contract:**

The services to be provided by the Supplier/Service Provider to the PSA shall consist of the following:

1. Provision of janitorial services

The Supplier/Service Provider shall provide the PSA with a complement of thirty seven (37) personnel who are healthy, professionally trained and carefully selected, and processing adequate police and NBI clearances, medical and health certificates comprising the following summary and detailed computation of the labor costs by type of worker:

Personnel	No. of manpower needed	Proposed daily rates	Monthly cost per personnel	Contract duration	Amount per year
Janitor	30	Php537.00	Php17,158.58		Php6,177,088.80
Janitor (supervisor)	7	Php650.00	Php20,767.11		Php1,744,437.24
Total					<b>Php7,921,526.04</b>

2. Cleaning tools and equipment

The Supplier/Service Provider shall supply all the tools and equipment listed in Section VII. Technical Specifications.

3. Scope of Work: The Supplier/Service Provider shall comply with the scope and frequency of work by type of activity listed in Section VII. Technical Specifications.

4. The Supplier/Service Provider shall comply with GPPB PM No. 03-2012<sup>2</sup> and GPPB NPM 141-2014<sup>3</sup>.
5. No deduction from the salary shall be effected for insurance premiums, bond for breakage, payment for damages to tools and equipment due to ordinary wear and tear or unforeseen events (unless there is negligence), penalty for tardiness or absences (in addition to proportionate deductions therefor), or payment for any training whether in-house or TESDA Accredited.
6. Higher than minimum wage shall be given to janitors who are also designated as team leader or supervisor.
7. Salaries shall be paid twice a month directly to the personnel within the premises of the PSA Central Office and not at the office of the Supplier/Service Provider or through automatic teller machine (ATM)-Direct Remittance.
8. Pay slip which contains the amount of wages earned and the details of corresponding deductions shall be issued to the personnel at the time of payment of salaries.
9. The Supplier/Service Provider shall comply with the existing labor laws and standards including wage orders and relevant regulations of Social Security System (SSS), Philippine Health Insurance Corporation (PhilHealth), Home Development Mutual Fund (Pag-IBIG), and Employees Compensation Commission (ECC).

<sup>2</sup> [https://www.gppb.gov.ph/GPPBTSO\\_Non-Policy/930\\_dated\\_30\\_November\\_2012](https://www.gppb.gov.ph/GPPBTSO_Non-Policy/930_dated_30_November_2012).

Details

**Whether the requirement that administrative fee in service agreements should not be less than ten percent (10%) of the total contract cost, provided under Section 9(b)(ii) of DOLE DO 18-A, is deemed invalid for being contrary to RA 9184 and its IRR.**

[I]t is a settled rule that administrative agencies possess quasi-legislative or rule-making powers to make rules and regulations which results in delegated legislation that is within the confines of the granting statute and the doctrine of non-delegability and separability of powers. However, administrative agencies may not make rules and regulations which are inconsistent with the provisions of the Constitution or a statute, particularly the statute it is administering or which created it, or which are in derogation of, or defeat, the purpose of a statute, and in case of conflict between a statute and an administrative order, the former must prevail.

[C]onsidering the obvious conflict between Section 31 of RA 9184 and Section 9(b)(ii) of DOLE DO 18-A, we express the view that the latter should be considered INVALID, and thus, cannot be a source of any right duty, obligation or power.

<sup>3</sup> [https://www.gppb.gov.ph/GPPBTSO\\_Non-Policy/1141\\_dated\\_09\\_December\\_2014](https://www.gppb.gov.ph/GPPBTSO_Non-Policy/1141_dated_09_December_2014).

Details

**Clarification on the applicability of Section 9(b)(ii) of DOLE No. 18-A and GPPB PM No. 03 on the minimum administrative fee in service agreements**

Considering that the computation for the cost of a service contract/agreement involves factors, the respective amount of which are set by law, such as the items identified as Reimbursable Costs under Annex "A" of DOLE DO 18-A, requiring servicing agencies to adopt administrative fee that is at least ten percent (10%) of the total contract cost effectively prohibits them from offering bids lower than the sum of the Total Reimbursable Costs and ten percent (10%) administrative cost.

This scenario results in the imposition of floor in bid prices, which clearly runs counter to the pronouncement in Section 31 of RA 9184 and its revised IRR that "[t]here shall be no lower limit to the amount of the award."

10. The Supplier/Service Provider shall provide adequate and responsible supervision over its personnel and shall assume full responsibility of their proper and efficient performances.
11. The Supplier/Service Provider shall be solely and exclusively responsible for any act or omission of all its janitorial personnel during their assigned duty.
12. The Supplier/Service Provider shall assume full responsibility for any loss or damages due to theft, pilferage, robbery, sabotage and any form of trespass;
13. The Supplier/Service Provider and its employees assigned to the PSA Central Office shall not, during the existence of its services or anytime thereafter, disclose to any person or entity any information concerning the affairs of the PSA which the agency may have acquired by reason of its services.
14. The Supplier/Service Provider shall cooperate and strictly adhere to the PSA's Covid-19 prevention protocol. In the event that any of its employees has to undergo self-quarantine or treatment due to covid-19 or other infectious diseases, the Supplier/Service Provider shall ensure timely substitution of its employee/s for orderly performance of duties and work continuity.
15. The Supplier/Service Provider must provide the GSD of PSA with a complete and up-to-date list and photographs of its employees assigned to the premises, to be forwarded to its security service provider.
16. The Supplier/Service Provider shall conform with the operating policies and procedures of the PSA.
17. All tools, equipment and hardware supplies that will be provided by the Supplier/Service Provider must be produced by reputable manufacturers as certified by the DTI.
18. The Supplier/Service Provider shall make available for inspection by the PSA the subject tools and equipment during post qualification.
19. The Supplier/Service Provider shall comply with all other terms and conditions incorporated in the contract particularly in the General and Special Conditions of the Contract.

2.2	"The terms of payment shall be on a monthly basis, within thirty (30) days upon receipt of the correct statement of account and supporting documents."
4	There will be a monthly inspection and quarterly evaluation.

## ***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.

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
1	Janitorial Services for PSA Central Office including cleaning tools and equipment	1	1	from 03 January to 31 December 2022

I hereby commit to comply and deliver all the above requirements in accordance with the above-stated schedule.

\_\_\_\_\_  
**Name of Company**

\_\_\_\_\_  
**Signature over Printed  
Name of  
Authorized Representative**

\_\_\_\_\_  
**Date**

## ***Section VII. Technical Specifications***

### **Notes for Preparing the Technical Specifications**

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

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

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

#### **Sample Clause: Equivalency of Standards and Codes**

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

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

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

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

# Technical Specifications

Item	Specification	Statement of Compliance																													
1	Provision of 37 janitorial personnel (7, with additional workload as team leader/supervisor) <table border="1" style="width: 100%; margin-top: 10px;"> <thead> <tr> <th rowspan="2" style="width: 50%;">Place of assignment:</th> <th colspan="2" style="text-align: center;">No. of Personnel</th> </tr> <tr> <th style="width: 20%;">Member</th> <th style="width: 30%;">Team Leader</th> </tr> </thead> <tbody> <tr> <td>11/F Centris One</td> <td style="text-align: center;">3</td> <td style="text-align: center;">1</td> </tr> <tr> <td>17/F Centris Three</td> <td style="text-align: center;">3</td> <td style="text-align: center;">1</td> </tr> <tr> <td>16/F Centris Three</td> <td style="text-align: center;">2</td> <td style="text-align: center;">1</td> </tr> <tr> <td>CVEA Building (East Ave.)</td> <td style="text-align: center;">6</td> <td style="text-align: center;">1</td> </tr> <tr> <td>TAM Building (East Ave.)</td> <td style="text-align: center;">9</td> <td style="text-align: center;">1</td> </tr> <tr> <td>CRS Building 3<sup>rd</sup> and 8<sup>th</sup> Floor (East Ave.)</td> <td style="text-align: center;">3</td> <td style="text-align: center;">1</td> </tr> <tr> <td>PSA Complex/ Surrounding (East Ave.)</td> <td style="text-align: center;">2</td> <td style="text-align: center;">0</td> </tr> <tr> <td>Jacala Warehouses 1, 2, 3, 4 and 5 (Amparo Village, Caloocan City)</td> <td style="text-align: center;">2</td> <td style="text-align: center;">1</td> </tr> </tbody> </table>	Place of assignment:	No. of Personnel		Member	Team Leader	11/F Centris One	3	1	17/F Centris Three	3	1	16/F Centris Three	2	1	CVEA Building (East Ave.)	6	1	TAM Building (East Ave.)	9	1	CRS Building 3 <sup>rd</sup> and 8 <sup>th</sup> Floor (East Ave.)	3	1	PSA Complex/ Surrounding (East Ave.)	2	0	Jacala Warehouses 1, 2, 3, 4 and 5 (Amparo Village, Caloocan City)	2	1	<input type="checkbox"/> Comply
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Jacala Warehouses 1, 2, 3, 4 and 5 (Amparo Village, Caloocan City)	2	1																													
2	Required to report in PSA for eight (8) hours a day and six (6) days a week, Monday to Saturday	<input type="checkbox"/> Comply																													
3	Required frequency of work by type of activity <table border="1" style="width: 100%; margin-top: 10px;"> <thead> <tr> <th style="width: 40%;">Activity</th> <th style="width: 60%;">Frequency</th> </tr> </thead> <tbody> <tr> <td colspan="2"><i>Floors</i></td> </tr> <tr> <td>1. Sweeping of floors</td> <td>For ordinary offices: twice a day (morning and afternoon) and as the need arises; For frontline offices: four (4) times a day and as the need arises;</td> </tr> <tr> <td>2. Mopping of floors</td> <td>For ordinary offices: twice a day (morning and afternoon) and as the need arises; For frontline offices: four (4) times a day and as the need arises;</td> </tr> <tr> <td>3. Spray buffing of floors</td> <td>Two (2) times a week and as the need arises</td> </tr> <tr> <td>4. Sweeping of pantry (11<sup>th</sup> Floor in Centris 1 and 16<sup>th</sup> and 17<sup>th</sup> in Centris 3)</td> <td>Once a day and as the need arises</td> </tr> <tr> <td>5. Polishing of pantry (11<sup>th</sup> Floor in Centris 1 and 16<sup>th</sup> and 17<sup>th</sup> in Centris 3)</td> <td>Once a day and as the need arises</td> </tr> </tbody> </table>	Activity	Frequency	<i>Floors</i>		1. Sweeping of floors	For ordinary offices: twice a day (morning and afternoon) and as the need arises; For frontline offices: four (4) times a day and as the need arises;	2. Mopping of floors	For ordinary offices: twice a day (morning and afternoon) and as the need arises; For frontline offices: four (4) times a day and as the need arises;	3. Spray buffing of floors	Two (2) times a week and as the need arises	4. Sweeping of pantry (11 <sup>th</sup> Floor in Centris 1 and 16 <sup>th</sup> and 17 <sup>th</sup> in Centris 3)	Once a day and as the need arises	5. Polishing of pantry (11 <sup>th</sup> Floor in Centris 1 and 16 <sup>th</sup> and 17 <sup>th</sup> in Centris 3)	Once a day and as the need arises	<input type="checkbox"/> Comply															
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6. Sweeping of carpets	At least twice a day (morning and afternoon) and as the need arises
7. Vacuum cleaning of carpets	Once a day (every morning) and as the need arises
8. Stain spotting of carpets	Two (2) times a week and as the need arises
9. Shampooing of carpets	Once a week and as the need arises
10. Sweeping of marble tiles	At least twice a day (morning and afternoon) and as the need arises
11. Dry mopping marble hallways	At least twice a day (morning and afternoon) and as the need arises
12. Scrubbing and polishing of marble tiles	Once a week and as the need arises
<i>Walls, Ceilings, Baseboards and Partitions</i>	
13. Cleaning of hallway walls	Once a month and as the need arises
14. Cleaning of baseboards and partitions	Once a month and as the need arises
15. Cleaning of ceilings	Once a month and as the need arises
<i>Driveways, Yards, Parking Area, Garbage Site and Surroundings</i>	
16. Sweeping of driveways, yards, parking area, garbage site and surroundings	At least twice a day (morning and afternoon) and as the need arises
17. Washing of driveways, yards, parking area, garbage site and surroundings	At least once a day and as the need arises
<i>Trash and Other Wastes</i>	
18. Collection of trash and other trash materials. Must be R.A. No. 9003 compliant.	At least twice a day (morning and afternoon) and as the need arises
19. Disposal of trash and other trash materials to the garbage dump. Must be R.A. No. 9003 compliant.	At least once a day and as the need arises
20. Cleaning of waste baskets and other receptacles.	Once a week and as the need arises
<i>Glass Panels</i>	
21. Cleaning of interior glass panels and its appurtenant steel or	Once every two weeks (except for front glass doors, glass partitions, and front



	aluminum frames through scrubbing and wiping by application of cleaning solutions to remove dust, soot and grime.	glass windows, which is every other day)
	22. Cleaning of exterior glass panels and its appurtenant steel or aluminum frames through scrubbing and wiping by application of cleaning solutions to remove dust, soot and grime.	Once every two weeks (except for front glass doors, glass partitions, and front glass windows, which is every other day)
<i>Furniture, Fixtures and Equipment</i>		
	23. Cleaning, dusting and damp wiping of office furniture, fixtures and equipment and application of appropriate furniture polish to maintain luster and shine at all times.	Once a day and as the need arises
	24. Movement of furniture, equipment, supplies and materials as may be necessary and only upon the instruction of the PSA through GSD.	As the need arises
<i>Stairways, Fire Exits and Entrances</i>		
	25. Keeping stairways, fire exits and entrance clean and free of obstructions	At all times
<i>Comfort Rooms</i>		
	26. Sweeping and mopping of CR floor tiles	At least twice a day (morning and afternoon) and every hour inspection for private CRs; four (4) times a day and every hour inspection for public CRs
	27. Scrubbing of CR wall tiles	Once a week and as the need arises
	28. Cleaning, washing, sanitizing and disinfecting comfort room urinals, lavatories and toilet bowls	At least twice a day (morning and afternoon) and every hour inspection for private CRs; four (4) times a day and every hour inspection for public CRs

29. Checking and reloading of toilet paper, if required	In the morning and every hour inspection
30. Checking and reloading of liquid hand soap	In the morning and every hour inspection
31. Checking and reloading of other toilet supplies	In the morning and every hour inspection
<i>Kitchen, Pantry and Cabinets</i>	
32. Cleaning of kitchen countertops	At least twice a day (morning and afternoon) and as the need arises
33. Cleaning of pantry and cabinets	Once a week and as the need arises
<i>Ground and Yards</i>	
34. Trimming of grass and shrubs	Once a week and as the need arises
35. Watering of flowering plants, shrubs and grass	At least twice a day (morning and afternoon) and as the need arises
36. Bringing out to sun potted plants	Once a week and as the need arises
37. Application of fertilizers to plants	As the need arises
38. Sweeping of grounds and yards and parking areas of dust litter, dry leaves, fallen tree branches and other debris	At least twice a day (morning and afternoon) and as the need arises
39. Cleaning and washing of parking areas of accumulated dust and oil stain	At least twice a day (morning and afternoon) and as the need arises
<i>Reporting</i>	
40. Informs the GSD of any building defects such as busted bulbs, leaking faucets, cracked wall plaster, unsafe conditions and/or any unusual activity within the building and its surroundings	As the need arises
41. Keep watch and take action to prevent or mitigate damage to the building and its facilities during emergency situations such as typhoons, floods,	As the need arises

	earthquakes, power failures and fire incidents		
4	Required tools and equipment for the janitorial services		<input type="checkbox"/> Comply
	No.	Tools and equipment for janitorial personnel	Quantity Unit
	1	Push cart for cleaning materials	15 Pcs.
	2	Floor polishers (16" or 18") with accessories	15 Pcs.
	3	Mop squeezer with bucket	15 Pcs.
	4	Wet/Day Vacuum Cleaner	15 Pcs.
	5	Garbage Cart	3 Pcs.
	6	High pressure portable washer	2 Pcs.
	7	Caution sign with accessories	15 Pcs.
	8	Garden Hose 5/8 x 50 ft. with reel	1 Pc.
	9	Heavy duty extension cord for floor polisher	15 Pcs.
	10	Manual Lawn Mower	1 Pc.
	11	Aluminum ladder (5 ft. and 8 ft.)	2 Pcs.
	12	Manual hedge trimmer	2 Pc.
	13	Steel straight head rake	2 Pc.
	14	Trowel	2 Pcs.
	15	Pruner	2 Pc.
	16	Shovel, round point	2 Pcs.
	17	Digging bar ( <i>bareta</i> )	1 Pc.
	18	Pick mattock	1 Pc.
	19	Garden hoe	1 Pc.
	20	Rubber boots, knee high	2 Pairs
	21	Raincoats	2 Pcs.
	22	Hat (outdoor use)	2 Pcs.
5	The Supplier/Service Provider shall comply with GPPB PM No. 03-2012 and GPPB NPM 141-2014.		<input type="checkbox"/> Comply
6	No deduction from the salary shall be effected for insurance premiums, bond for breakage, payment for damages to tools and equipment due to ordinary wear and tear or unforeseen events (unless there is negligence), penalty for tardiness or absences (in addition to proportionate deductions therefor), or payment for any training whether in-house or TESDA Accredited.		<input type="checkbox"/> Comply
7	Higher than minimum wage shall be given to janitors who are also designated as team leader or supervisor.		<input type="checkbox"/> Comply
8	Salaries shall be paid twice a month directly to the personnel within the premises of the PSA Central Office and not at the office of the Supplier/Service Provider or through automatic teller machine (ATM)-Direct Remittance.		<input type="checkbox"/> Comply
9	Pay slip which contains the amount of wages earned and the details of corresponding deductions shall be issued to the personnel at the time of payment of salaries.		<input type="checkbox"/> Comply
10	The Supplier/Service Provider shall comply with the existing labor laws and standards including wage orders and relevant		<input type="checkbox"/> Comply

	regulations of Social Security System (SSS), Philippine Health Insurance Corporation (PhilHealth), Home Development Mutual Fund (Pag-IBIG), and Employees Compensation Commission (ECC).	
11	The Supplier/Service Provider shall provide adequate and responsible supervision over its personnel and shall assume full responsibility of their proper and efficient performances.	<input type="checkbox"/> Comply
12	The Supplier/Service Provider shall be solely and exclusively responsible for any act or omission of all its janitorial personnel during their assigned duty.	<input type="checkbox"/> Comply
13	The Supplier/Service Provider shall assume full responsibility for any loss or damages due to theft, pilferage, robbery, sabotage and any form of trespass	<input type="checkbox"/> Comply
14	The Supplier/Service Provider and its employees assigned to the PSA Central Office shall not, during the existence of its services or anytime thereafter, disclose to any person or entity any information concerning the affairs of the PSA which the agency may have acquired by reason of its services.	<input type="checkbox"/> Comply
15	The Supplier/Service Provider shall cooperate and strictly adhere to the PSA's Covid-19 prevention protocol. In the event that any of its employees has to undergo self-quarantine or treatment due to covid-19 or other infectious diseases, the Supplier/Service Provider shall ensure timely substitution of its employee/s for orderly performance of duties and work continuity.	<input type="checkbox"/> Comply
16	The Supplier/Service Provider must provide the GSD of PSA with a complete and up-to-date list and photographs of its employees assigned to the premises, to be forwarded to its security service provider.	<input type="checkbox"/> Comply
17	The Supplier/Service Provider shall conform with the operating policies and procedures of the PSA.	<input type="checkbox"/> Comply
18	All tools, equipment and hardware supplies that will be provided by the Supplier/Service Provider must be produced by reputable manufacturers as certified by the DTI.	<input type="checkbox"/> Comply
19	The Supplier/Service Provider shall make available for inspection by the PSA the subject tools and equipment during post qualification.	<input type="checkbox"/> Comply
20	The Supplier/Service Provider shall comply with all other terms and conditions incorporated in the contract particularly in the General and Special Conditions of the Contract.	<input type="checkbox"/> Comply

**Statement of Compliance**

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

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Signature over printed name of  
Authorized Representative

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Position/Designation

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Name of Company/Bidder

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Telephone/Mobile Number(s)

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Email address/es

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Date Signed

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

### **Notes on the Checklist of Technical and Financial Documents**

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

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

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

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

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

#### Technical Documents

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

#### Financial Documents

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

**or**

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

***Class “B” Documents***

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

**or**

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

**II. FINANCIAL COMPONENT ENVELOPE**

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

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

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



