

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of Janitorial and Maintenance Services for the Food and Drug Administration (FDA) for CY 2022

ITB No. 2022-0078-AFS

FOOD AND DRUG ADMINISTRATION

Civic Drive, Filinvest Corporate City
Alabang, Muntinlupa City

**Sixth Edition
July 2020**

Preface

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

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

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

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

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

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

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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



BIDS AND AWARDS COMMITTEE

FDA-BAC Ref. No. ITB No. 2022-0078-AFS

INVITATION TO BID

Procurement of Janitorial and Maintenance Services for the Food and Drug Administration (FDA) for CY 2022

1. The *Food and Drug Administration*, through the **Special Account in the General Fund (SAGF)** intends to apply the sum of ***Ten Million Three Hundred Seventy-Three Thousand Eight Hundred Twenty Eight Pesos and 40/100(Php10,373,828.40)*** being the ABC to payments under the contract for Procurement of Janitorial and Maintenance Services for the Food and Drug Administration (FDA) for CY 2022. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Food and Drug Administration* now invites bids for the above Procurement Project. Delivery of the Goods is required by ***not more than Fifteen (15) Calendar Days after receipt of Notice to Proceed (NTP)***. Bidders should have completed, within ***Five (5) 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.
 - a. 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 *Food and Drug Administration* and inspect the Bidding Documents at the address given below from ***8:00AM to 5:00PM***.
5. A complete set of Bidding Documents may be acquired by interested Bidders on ***01 July 2022 to 25 July 2022*** from the given address and website(s) below *pursuant to the latest Guidelines issued by the GPPB, in the amount of Twenty-Five Thousand Pesos (Php25,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees

6. The ***Food and Drug Administration*** will hold a Pre-Bid Conference¹ on *11 July 2022 at 1:00 PM* through video conferencing or webcasting via *Google meet*: Video call link: <https://meet.google.com/wjb-vieh-vbd>, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through **manual submission on or before 25 July 2022, 8:30AM** at the Food and Drug Administration BAC Secretariat Room, FDA Annex Bldg. 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 *25 July 2022 at 9:00 AM* at the given address below Food and Drug Administration BAC Secretariat Room, FDA Annex Bldg. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The ***Food and Drug Administration*** 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:

Maria Essa C. Tuason
FDA Head, BAC Secretariat
Food and Drug Administration BAC Secretariat Room,
FDA Annex Bldg.
Tel No. 8857-1900 Loc 8307
bacsec@fda.gov.ph
www.fda.gov.ph
12. You may visit the following websites:

For downloading of Bidding Documents: *https://www.fda.gov.ph*

28 June 2022

ORIGINAL COPY SIGNED
ENGR. ANA TRINIDAD F. RIVERA, MSc
FDA, BAC Chairperson

DTN: 20220314133114

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

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, *Food and Drug Administration* wishes to receive Bids for the *Procurement of Janitorial and Maintenance Services for the Food and Drug Administration (FDA) for CY 2022*, with identification number *with ITB No. 2022-0078-AFS*

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 *FY 2022* in the amount of *Ten Million Three Hundred Seventy-Three Thousand Eight Hundred Twenty Eight Pesos and 40/100(Php10,373,828.40)*

2.2. The source of funding is:

a. NGA, the SAGF.

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.
- a. 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:
- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

- 7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

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 the Food and Drug Administration BAC Secretariat Room, FDA Annex Bldg. and/or through videoconferencing/webcasting *via Google meet*: Video call link: <https://meet.google.com/wjb-vieh-vbd> 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 *five (5) years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration² or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until One Hundred Twenty Days (120) calendar days from the date of Opening of Bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

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

- 19.4. The Project shall be awarded as follows:

Option 1 – One Project having several items that shall be awarded as one contract.

- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the

lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

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> <p>a. <i>Procurement of Janitorial and Maintenance Services for the Food and Drug Administration (FDA) for CY 2022</i></p> <p>b. Completed within the last five (5) years prior to the deadline for the submission and receipt of bids.</p>										
7.1	<i>Subcontracting is not allowed</i>										
12	The price of the Goods shall be quoted DDP <i>refer to Delivery Site(s)</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> <p>a. The amount of not less than <i>to two percent (2%) of ABC</i>, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than <i>to five percent (5%) of ABC</i> if bid security is in Surety Bond.</p>										
19.3	<p><i>The project will be awarded in Lot</i></p> <table><tr><th>Item No.</th><th>Item Description</th><th>Qty</th><th>Lot</th><th>ABC</th></tr><tr><td>01</td><td>Procurement of Janitorial and Maintenance Services for the Food and Drug Administration (FDA) for CY 2022</td><td>1</td><td>Lot</td><td>Php10,373,828.40</td></tr></table>	Item No.	Item Description	Qty	Lot	ABC	01	Procurement of Janitorial and Maintenance Services for the Food and Drug Administration (FDA) for CY 2022	1	Lot	Php10,373,828.40
Item No.	Item Description	Qty	Lot	ABC							
01	Procurement of Janitorial and Maintenance Services for the Food and Drug Administration (FDA) for CY 2022	1	Lot	Php10,373,828.40							
20.2	<i>[List here any licenses and permits relevant to the Project and the corresponding law requiring it.]</i>										
21.2	<p>Additional required documents relevant to the Project that are required by existing laws and/or the Procuring Entity:</p> <p>1. Company profile;</p> <p>2. Printed publication of client profile in the last two (2) years to current with contact details.</p> <p>3. Proof that the bidder has an Office within Metro Manila;</p> <p>4. Certificate that the winning bidder have at least 40% of the total number personnel required including supervisors and relievers available and ready for</p>										

	<p>deployment;</p> <p>5. Acceptable Janitorial Services Proposal indicating at least the following:</p> <ol style="list-style-type: none"> 1. Housekeeping Plan <ol style="list-style-type: none"> a. General cleaning instructions (high points and sequence) b. Floor (sweeping, washing, mopping, scrubbing & waxing, polishing) c. Ceiling d. Walls e. Doors/entrances f. Windows g. Toilets/restrooms/bathrooms h. Staff rooms/conference rooms i. Furniture j. Air conditioners k. blinds l. Lighting fixtures and wall decors m. Kitchen/pantry n. Building garbage management, etc. 2. Grounds & Garden Maintenance Plan <ol style="list-style-type: none"> a. Grounds sweeping b. Garden maintenance c. Building walls d. Parking areas e. Roof/Gutters/downspouts/storm drains/catch basins f. Signages, etc 3. Preventive Maintenance Plan <ol style="list-style-type: none"> a. Building inspection b. Roof/gutters/downspouts c. Ground (street repairs) d. Plumbing including CR e. Minor building repair/maintenance including electrical f. Minor equipment repair/maintenance (e.q: air conditioners) 4. Janitorial Supplies Management System (ordering, inventory, issuance. Storage. etc) 5. Contract Monitoring and Reporting System Including Supervision/Monitoring Charts 6 . Waste Management /Garbage Collection and Disposal Scheme/Measures 7. Safety Measures/Programs 8. Personnel Administration including Staffing and Rotation Plan, Relievers/Replacement Scheme, Orientation and Training Plans 9. Picture of sample design of uniform currently used in other client ; 10. Sworn Statement <i>using the prescribed form</i> <p>Recruitment and Selection Criteria Staffing Pattern/Company's Recruitment and Qualification</p> <p>General Minimum Qualification</p> <ol style="list-style-type: none"> a. at least High School level/graduate for janitors;
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	<ul style="list-style-type: none"> b. with TESDA Certificate (or its equivalent) for maintenance staff c. at least College level for Supervisors; d. Of good moral character, cleared by law enforcement or police agencies and without previous record of any conviction of a criminal offense involving moral turpitude e. Mentally & Physically Fit f. Not less than Eighteen (18) years of age and not more than Forty-Five (45) years of age; g. Strictly non-smokers/vapers and prohibited drugs-users; h. Fully Vaccinated Against COVID 19. <p>Sworn statement using the prescribed form</p>

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184. *[[Include if Framework Agreement will be used:]] In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.*

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 *[[Include if Framework Agreement will be used:]]* or Framework Agreement 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 Clause	
1	<i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i>
	Delivery and Documents –
	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:
	<i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i> . In accordance with INCOTERMS.”
	<i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</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.”
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	For purposes of this Clause the Procuring Entity’s Representative at the Project Site is MR. MANUEL GUEVARA CAO, GSD Administrative and Finance Service Food and Drug Administration Civic Drive, Filinvest City Alabang, Muntinlupa City
	Incidental Services –
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:
	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.

2.2	<p>“The terms of payment shall be as follows: _____.”</p> <p>Payment to Service Provider shall be made on a semi-monthly or monthly basis upon submission of claim for payment supported by:</p> <ul style="list-style-type: none"> A. certification by the concerned office that the services for which payment is being claimed have been rendered or delivered in accordance with the terms of the contract and have been duly accepted. B. Certified true copy of payroll of Janitorial; and C. A certification from the Service Provider that it has fully paid all wages of the Janitorial for the preceding month in accordance with the provisions of the Minimum Wage Law, the new Labor Code, and other pertinent laws and decrees.
4	<p>The inspections and tests that will be conducted are:</p> <ol style="list-style-type: none"> 1. To ensure that the agreement/contract is followed, the GSD will assign personnel to monitor and supervise the deployed janitor and maintenance personnel. The GSD will also conduct a monthly performance evaluation of the janitors and maintenance personnel thru their Supervisors and the Representative(s) of the Center/Service where the janitor/janitress is assigned to evaluate the quality of their services. <p>Service Provider’s cleaning accomplishment and quality standards based from the submitted general and specific cleaning guidelines, housekeeping plan and methodologies. b) Compliance to periodic and pre-scheduled preventive maintenance accomplishments. c) Compliance to the Procuring Entity’s waste segregation and work safety program and standards. d) Tools, equipment and supply utilization management. e) Work ethics, personal management and compliance to existing labor laws and practice.</p>
6.2	<p><u>CONTRACT MANAGEMENT AND IMPLEMENTATION</u></p> <p>A. The Contract will commence 15 days upon receipt of Notice to Proceed (NTP) and will end after a period of one (year).</p> <p>B. There should be <u>NO EMPLOYER-EMPLOYEE relationship between janitors and the FDA.</u></p> <p>C. Execution of contract and Performance Evaluation of the Service Provider. The performance and execution of janitorial works and support services shall be under the Chief of the General Services Division of the Administrative and Finance Service.</p> <p>Before commencement and assuming work at the beginning of the contract implementation, an orientation relative to the office regulation, work processes, scope of responsibility, work protocol, and coordination, reporting prices, work assignment, schedule and other matters pertaining to work ethics and standard required by the FDA shall be conducted by the General Services Division Chief. No janitor shall assume his post without going throughout this orientation;</p> <p>1. As such, the AFS-General Services Division (GSD) which is mandated to maintain a clean workplace in the Food and Drug Administration shall outsource qualified Service Providers to attain the above-mentioned desired result</p>

2. The GSD will make sure that the janitor/maintenance personnel will submit a performance evaluation each month to enable the FDA to properly assess his/her satisfactory performance. The Contractor will provide its own Bundy clock for monitoring the janitor's/maintenance personnel's attendance.

3. The Service Provider shall maintain a satisfactory level of performance throughout the term of the contract based on the following set of performance criteria. The Service Provider must obtain at least 80% score, the minimum score for satisfactory rating.

b. Performance Criteria and Weight:

No.	Criteria	Weight
1	Quality of Service /Cleaning Standard	40
2	Scheduling and Time Management	10
3	Safety Awareness of Personnel	20
4	Compliance to Contract Requirements	20
5	Work Ethics and Personnel Management	10
	Total	100%

5. Based on the assessment, the FDA may pre terminate the contract for failure of the Service Provider to perform its obligation thereon following the procedure prescribed in Annex I on the Guidelines on Termination of Contract of the 2016 RIRR of Ra 9184 and succeeding relevant amendments thereof

D. The FDA through General Services Division, Administrative Service, reserves the right to request for an increase or decrease in the number of Janitors assigned to the Project sites or transfer any janitors to other assignment if the exigency of work requires

Section VI. Schedule of Requirements

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

Item No.	Description	Qty	Total	Approved Budget for the Contract	Delivered, Weeks/Months	Statement of Compliance
01	Procurement of Janitorial and Maintenance Services for the Food and Drug Administration (FDA) for CY 2022	Lot	1	Php10,373,828.40	Fifteen (15) Calendar Days upon receipt of NTP	

I hereby certify that the Statement of Compliance to the foregoing Schedule of Requirements are true and correct, otherwise, if found false either during the bid evaluation or post qualification, the same shall give rise to automatic disqualification of our bid.

Name of Company/Bidder

Date

Signature Over Printed Name of Authorized Representative

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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

Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>

Technical Specifications / Terms of Reference

Project Title:	<u>Procurement of Janitorial and Maintenance Services for the Food and Drug Administration (FDA) for CY 2022</u>	Qty:	1 Lot
<p>I. Rationale</p> <p>The Food and Drug Administration needs professional cleaning and maintenance services. A dirty office creates an assortment of problems for its employees, germs and bacteria build up and creates an environment for the spread of illnesses. For the FDA employees to perform its official tasks on a daily basis without worrying about the cleanliness of their offices/environment, we need to outsource cleaning services for the FDA. Furthermore, the FDA does not have maintenance services such as air condition technicians, plumbers, masons, electricians, and landscapers to conduct regular maintenance tasks - outsourcing these tasks eases the burden of maintaining the FDA facilities and also eliminates the need for contracting with engineering and other maintenance companies.</p> <p>Good housekeeping and cleanliness also leaves a good impression on the visitors, clients and customers hence promoting a good image. Customers and all stakeholders have more confidence in an organization with clean, pleasant, and well-ordered surroundings. It generally reflects the attitude of the management towards healthy practices.</p> <p>As such, the AFS-General Services Division (GSD) which is mandated to maintain a clean workplace in the Food and Drug Administration shall outsource qualified Service Providers to attain the above-mentioned desired result.</p>			
<p>II. Objective</p> <p>To be able to provide janitorial and maintenance services from a reputable supplier to meet and augment the janitorial and maintenance services requirements of FDA-Central Office, subject to the terms and conditions stipulated in this terms of reference</p>			
<p>III. APPROVED BUDGET FOR THE CONTRACT (ABC)</p> <p>The Funding Source is the Government of the Philippines (GOP) through the Special Account in the General Fund (SAGF) 2022 in the amount of Ten Million Three Hundred Seventy-Three Thousand Eight Hundred Twenty-Eight Pesos and 40/100 (P10,373,828.40).</p>			
PURCHASER'S SPECIFICATION/S		STATEMENT OF COMPLIANCE	
<p>IV. PERIOD OF CONTRACT</p> <p>The Contract will commence 15 days upon receipt of approved Notice to Proceed (NTP) and will end after 12months, renewable for two (2) years subject to the evaluation of the Food and Drug Administration as recommended by the Administration and Finance Service - General Services Division (AFS-GSD).</p>			
<p>V. TERMS OF PAYMENT</p> <p>Payment to Service Provider shall be made on a semi-monthly or monthly basis upon submission of claim for payment supported by:</p> <ul style="list-style-type: none"> A. A certification by the concerned office that the services for which payment is being claimed have been rendered or delivered in accordance with the terms of the contract and have been duly accepted. B. Certified true copy of payroll of Janitorial; and C. A certification from the Service Provider that it has fully paid all wages of the Janitorial for the preceding month in accordance with the provisions of the Minimum Wage Law, 			

the new Labor Code, and other pertinent laws and decrees.																																																					
<p>VI. Scope: The following are the Scope/Area of Work of the Service Provider:</p> <p>A. Assign the following Number and Type of Janitors in the indicated place of deployment</p> <table border="1"> <thead> <tr> <th>Location</th><th>No. of Janitor(s)</th></tr> </thead> <tbody> <tr><td>Supervisor Housekeeping</td><td>1</td></tr> <tr><td>AFS</td><td>1</td></tr> <tr><td>CCHUHSRR</td><td>1</td></tr> <tr><td>CDRR</td><td>1</td></tr> <tr><td>CDRRHR (Annex A and B)</td><td>2</td></tr> <tr><td>CFRR</td><td>1</td></tr> <tr> <td>CSL Drug Section = 1 Antibiotic/Micro = 1 Exp. Animal House = 1 Food/Cosmetic/Toxicology = 1</td><td>4</td></tr> <tr><td>FDAC</td><td>1</td></tr> <tr><td>GSD/Records/ICTMD (Filinvest New Bldg.)</td><td>1</td></tr> <tr><td>PPS/CDRR (PRSDD) Annex B</td><td>1</td></tr> <tr><td>LSSC</td><td>1</td></tr> <tr><td>ODG</td><td>1</td></tr> <tr><td>ODDG-IM</td><td>1</td></tr> <tr><td>ODDG-FROO</td><td>1</td></tr> <tr><td>Supervisor Maintenance</td><td>1</td></tr> <tr><td>Grounds</td><td>3</td></tr> <tr><td>Painter*</td><td>1</td></tr> <tr><td>Welder*</td><td>1</td></tr> <tr><td>Carpenter*</td><td>1</td></tr> <tr><td>Mason*</td><td>1</td></tr> <tr><td>Landscaper*</td><td>1</td></tr> <tr><td>Electrician*</td><td>1</td></tr> <tr><td>Aircon Technician/Cleaner*</td><td>1</td></tr> <tr><td>Plumber*</td><td>1</td></tr> <tr> <td>Total</td><td>30</td></tr> </tbody> </table> <p>*can be assigned to do other tasks as exigency of the service may require</p> <p style="text-align: center;">Total No. of Personnel = 30</p> <p>FDA reserves the right to request for additional personnel as work exigency may require and similarly reserves the right to reduce the number of personnel assigned in case of non-availability of funds.</p> <p>B. Recruitment and Selection Criteria Staffing Pattern/Company's Recruitment and Qualification</p>		Location	No. of Janitor(s)	Supervisor Housekeeping	1	AFS	1	CCHUHSRR	1	CDRR	1	CDRRHR (Annex A and B)	2	CFRR	1	CSL Drug Section = 1 Antibiotic/Micro = 1 Exp. Animal House = 1 Food/Cosmetic/Toxicology = 1	4	FDAC	1	GSD/Records/ICTMD (Filinvest New Bldg.)	1	PPS/CDRR (PRSDD) Annex B	1	LSSC	1	ODG	1	ODDG-IM	1	ODDG-FROO	1	Supervisor Maintenance	1	Grounds	3	Painter*	1	Welder*	1	Carpenter*	1	Mason*	1	Landscaper*	1	Electrician*	1	Aircon Technician/Cleaner*	1	Plumber*	1	Total	30
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<p>1. General Minimum Qualification</p> <ul style="list-style-type: none"> a. at least High School level/graduate for janitors; b. with TESDA Certificate (or its equivalent) for maintenance staff c. at least College level for Supervisors; d. Of good moral character, cleared by law enforcement or police agencies and without previous record of any conviction of a criminal offense involving moral turpitude e. Mentally & Physically Fit f. Not less than Eighteen (18) years of age and not more than Forty-Five (45) years of age; g. Strictly non-smokers/vapers and prohibited drugs-users; h. Fully Vaccinated Against COVID 19. 	
<p>2. Subject Janitors including Relievers for screening, assessment and acceptance by the Chief, AFS-GSD or his duly authorized representative as well as the Administrative Officer or authorized representative of the offices where the Janitor or Reliever shall be assigned prior to deployment.</p>	
<p>3. Submit for each Janitor including Relievers the following documents to the GSD prior to assessment:</p> <ul style="list-style-type: none"> a. Medical Certificate; b. NBI Clearance; c. Police Clearance; d. Barangay Clearance; e. Copy of NSO issued birth certificate; f. Resume w/ 2x2 picture; g. Copy of SSS membership card; h. Tax Identification Number Registration Certificate; i. Copy of the drug test result or Drug Test Center where the Janitors took drug testing. (within the last six [6] months from date of hiring) j. Copy of COVID-19 Vaccination Card k. Interview conducted by the AFS-GSD 	
<p>4. Abide by the prescribed Working Hours:</p> <ul style="list-style-type: none"> a. Shall render eight (8) hours duty from Monday to Saturday as follows: <ul style="list-style-type: none"> ● 7:00 AM to 12:00 NN and 1:00 PM to 4:00 PM @ FDA Central Office ● 8:00 AM to 12:00 NN and 1:00 PM to 5:00 PM @ FDA Central Office <p>The Contractor shall ensure provision of 50% relievers/replacement for absent personnel to ensure continuous services to FDA. However, it shall give written notice three (3) days before their absence or in case of emergency at least two (2) hours before to the General Services Division (GSD) in coordination with the Center/Office concerned whenever personnel will be absent. The qualification of the reliever/ replacement must substantially meet the same requirements as the regular personnel. The reliever/ replacement shall be provided with separate Daily Time Records (DTRs).</p>	
<p>5. Perform the following Services for Janitors assigned in building offices:</p> <ul style="list-style-type: none"> ● Sweeping, dusting and polishing the floors on all rooms, corridors, lobbies, stairs and entrances to areas specified by the FDA; ● Cleaning and wiping of all office tables, glass tops, furniture and fixtures, window ledges, counters doorknobs and glass partitions; ● Cleaning and sanitizing of comfort rooms, bath and kitchen sinks, and removal of spots or stains from floors and other surfaces; ● Fetching water and filling of containers in the comfort rooms when water 	

<p>is not available;</p> <ul style="list-style-type: none">● Cleaning of driveways, parking spaces and the immediate surroundings of the building;● Proper disposal of solid waste collected from various parts of the assigned area to the designated trash/ waste dumping area within the compound● Upkeep of indoor/outdoor, potted plants and tress● Dusting and removing of cobwebs from ceiling on all rooms● Cleaning of ornamental plants and polishing of metal signs● General cleaning of draperies and blinds● Clean and declog storm drains, gutters and canals● Thorough cleaning, washing and scrubbing of all comfort rooms facilities● Cleaning and polishing of inner surfaces of all window glasses, sun baffles, walls, counter, light diffusers, picture frames and wall hanging● Wash, scrub, wash strip, re-wax and polish floor● Handling/hauling of office furniture/equipment within the premises● Regular Inspection/Cleaning/Disinfection Repair of FDA facilities:<ul style="list-style-type: none">○ Regular cleaning and checking of all FDA air conditioners and air vents○ Regular checking of electrical connections (electrical load checking)○ Regular cleaning of FDA toilets and water facilities○ Regular inspection of FDA buildings and facilities○ Weekly disinfection of office premises● Report to the GSD defective fixtures, electrical installations, water leaks, broken fixtures and equipment that needs repair● Carrying, transporting or moving of office furniture, equipment, supplies, within the premises that may be assigned from time to time● Sweeping and cleaning rubbish and leaves● Emptying of trash cans, clearing/collection and dumping at designated dumping sites● Cutting and pulling of wild plants and grasses● Trimming of ornamental plants● Planting of ornamental plants that the FDA may provide● Performs all other official support tasks that may be assigned by the Center Office representative and/or GSD <p>The janitor shall only perform his/her official duties and should be confined to his/her area of assignment free from doing personal errands (e.g. Bill payments, carrying bags et. al.) is discouraged.</p>																												
C. Provide the following Supplies Tools and Equipment for the janitors to perform their tasks:																												
1. Monthly Supplies:																												
<table><tr><th>Quantity</th><th>Unit</th><th>Particulars</th></tr><tr><td>20</td><td>Kilos</td><td>Rags</td></tr><tr><td>25</td><td>Kilos</td><td>Powder Soap ***</td></tr><tr><td>100</td><td>Pcs</td><td>Deodorant cakes ***</td></tr><tr><td>8</td><td>ML</td><td>glass cleaner ***</td></tr><tr><td>40</td><td>Pcs</td><td>Scouring Pads</td></tr><tr><td>400</td><td>pcs</td><td>Plastic Garbage Bags XL (black or transparent)</td></tr><tr><td>12</td><td>Liters</td><td>Muriatic Acid ***</td></tr><tr><td>7</td><td>gals</td><td>Liquid Hand Soaps ***</td></tr></table>		Quantity	Unit	Particulars	20	Kilos	Rags	25	Kilos	Powder Soap ***	100	Pcs	Deodorant cakes ***	8	ML	glass cleaner ***	40	Pcs	Scouring Pads	400	pcs	Plastic Garbage Bags XL (black or transparent)	12	Liters	Muriatic Acid ***	7	gals	Liquid Hand Soaps ***
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7	gals	Liquid Hand Soaps ***																										

880	rolls	Tissue Papers
3	1 liter/bottle	Multi - purpose cleaner ***
5	330mL/tube	Furniture Polish ***
10	170gram/tube	Disinfectant Aerosol Spray ***
10	gallons	Disinfectant Spray ***
5	320mL/tube	Air Freshener ***
5	Bottles	Dishwashing Liquid ***
1	liter	2T – oil for Grass Cutters
20	Pairs	Gloves
50	pcs	Plastic Garbage Bag Small Black
50	pcs	Plastic Garbage Bag Small Yellow
50	pcs	Plastic Garbage Bag Small Green
5	Gals	Bleach ***
10	Liters	Gasoline (for grass cutter)
3	Liters	Fabric Softener ***
4	Liters	Liquid wax (red) ***
20	Liters	Liquid wax (white) ***
12	pcs	Steel wool
8	Gallon	Hand sanitizers ***
2	Cans	Metal Polish ***

Note: ***must have a FDA – LTO/Notification (cosmetic)

2. Quarterly Supplies:

Quantity	Unit	Particular
30	pcs	Soft broom
25	pcs	Stick broom
20	pcs	Dust pans
25	pcs	Mop handles
50	pcs	Mop heads
15	pcs	Toilet Brush
8	pcs	push brush
3	pcs	ceiling broom
10	pcs	Plastic pail
3	gals	Sodium Hypochlorite Solution

3. To be provided **free of charge** are:

Quantity	Unit	Particulars
6	Pcs	Spray Guns
5	Pcs	Glass Wipers

14	Pcs	Dispensers for Liquid Soap
2	Units	Wheelbarrow (Heavy Duty)
2	Pcs	Garden Hose (50m length)
7	Pcs	Rakes
3	Pcs	Shovels (Round mouth shovel, heavy duty)
3	Pcs	Trowels (Heavy duty with rubber handle)
2	Pcs	Ladders (Multi Purpose Aluminum Ladder, 4x4 and 5x4)
4	Units	Floor polisher with pad
1	Units	Vacuum cleaner (Portable)
12	Sets	Garbage Bin Sets (Biodegradable and Non-Biodegradable) Standard Size
80	Pcs	Outdoor Ornamental Plants*
80	Pcs	Indoor Ornamental Plants*
6	Pcs	Disinfecting Mats (Soft TPU plastic tray, prevents tripping w/ mold in place anti slip strips, heavy duty disinfecting PVC coil mat w/ unique corner clips to help keep mat in place w/ fluid retaining side dam to avoid overflow size (20"x40"))
6	Pcs	Foot Operated Sanitizer Dispenser
6	Pcs	Alcohol Pump dispenser 1000mL

* The actual choices of plants by quantity shall be determined by end-user during implementation of the contract in accordance with the cost offered.

4. Maintenance tools:

Qty	Unit	Particulars with Specifications
1	Pc	Pressure Washer -(1.5 HP Electric Motor, 220V 60hz, Belt type, Heavy duty with piston pump, with 10m discharge hose, 2m suction hose, stick gun, return hose, and base frame)
1	Pc	Vacuum Pump ¼ HP • Rotating Speed 1720 rpm

		<ul style="list-style-type: none"> • Power 1/4 hp • Oil Capacity 220 mL 		
1	Pc	Manifold Gauge (Non Inverter) <ul style="list-style-type: none"> • Number of Valves 2 • Refrigerant Compatibility R-22, R-404A, R-410A • Number of Hoses 3 • Hose Length 60 in • Gauges High Side Red 0 to 800 psi • Gauges Low Side Blue 0 to 500 psi 		
1	Pc	Clamp Meter Tester <ul style="list-style-type: none"> • Resistance 199.9Ω • Bandwidth 50~400Hz • Display 1999 • Clamp diameter 25mm 		
1	Pc	Multi tester Digital <ul style="list-style-type: none"> • DC voltage: 200m / 2/20/200/1000 V • AC voltage: 200 m / 2/20/200 / 750V • DC current: 20μ / 200 μ / 2m / 200m / 10A • AC current: 20μ / 200μ / 2 m / 200 m / 2 / 10A • Resistance: 200 / 2K / 20K / 200K / 2M / 20M / 200MΩ • Capacity: 2η / 20η / 200η / 2μ / 20μF • Frequency: 20kHz to 2000kHz • Loading cycles: 0.1% to 99.9% • Temperature: 0 ° to 1000 ° C • Logical level: High > 2,0 V; Low • Circuit control: yes • Diodes control: yes • Weight: 495 g (including battery) • Battery: 1x9V • Dimensions: 97 x 200 x 47mm 		
1	Pc	Electric Planer <ul style="list-style-type: none"> • Power input 750w • Planing depth 1.6mm • Rebating depth 12mm 		

1	Pc	SPECIFICATIONS:	
		Continuous rating input	600W
		Max Air Volume	4.1 m³/min
		Max Air Velocity	91 m/s
		Air Pressure	5.7 kPa
		No Load Speed (RPM)	16,000
		Vibration Level	Operation w/o Load: 2.5 m/s²
		Vibration K Factor	Operation w/o Load: 1.5 m/s²
		Sound Pressure Level	83 dB(A)
		Sound Power Level	94 dB(A)
		Noise K Factor	3 dB(A)
		Dimensions (L x W x H)	479 x 185 x 178 mm (18-7/8 x 7-1/4 x 7")
		Net weight	1.9 – 2.2 kg (4.3 – 4.8 lbs.)
		Power supply cord	2.5 m (8.2 ft.)
Portable Blower			
1	Pc	Portable Welding Machine <ul style="list-style-type: none">• Power Voltage (V): 220 V.• Rated Input Capacity (kVA): 3.8 kVA.• Input Voltage Frequency (Hz): 60 Hz.• No-Load Voltage: 65 V.• Output Current Range (A): 10 – 200 A.	
1	Pc	Wood router <ul style="list-style-type: none">• No load speed (RPM) 9,000 – 22,000• Plunge capacity: 0 – 70mm (0 – 2 – ¾")	
1	Pc	Portable High Pressure Washer <ul style="list-style-type: none">• Power 1200• Input Voltage 220V• Pressure 100Pa	
1	Pc	Gas operated grass cutter <ul style="list-style-type: none">• Power Source Petrol / Gas• Fuel Tank Capacity 1200ml	
1	Pc	Angle Grinder <ul style="list-style-type: none">• High performance 840 watt motor,• dusty proof bearings small circumference barrel grip to easy handling continuous rating input, wheel dia. 100mm	
*or its equivalent as long as it is advantageous with the government.			
D. Provide Janitors with clean uniforms with ID card, which should be worn at all times. The uniform of Janitors assigned to ground maintenance shall be different from those assigned in the building maintenance for distinction. Non-compliance shall be grounds for the reduction in payment equivalent to one (1) day pay per janitorial for violation			
E. Ensure that Janitors for deployment are properly screened and declared physically and mentally fit before he or she is allowed to report to his or her assigned posts. That must also be ensured a Janitor shall not be under the influence of any liquor or other intoxicating substances or prohibited drugs.			

Any Janitor found to be under the influence of alcohol or other intoxicating substances or prohibited drugs shall be immediately relieved from his / her post and subjected to disciplinary action.	
F. Give a written notice to the office concerned whenever any Janitor is to be removed or placed subject to the approval of the FDA;	
G. Provide relievers/replacement in case of absences incurred by any assigned Janitor to ensure continuous and uninterrupted service. Relievers shall be screened and have to undergo orientation from the General Services Division/ prior to assignment; If the regular janitor is replaced by a reliever for a day by reason of tardiness the janitor concerned is not allowed to roam around nor stand by at the FDA premises;	
H. Allow Janitors assigned to restricted office areas where highly accountable assets and documents are kept, to perform their duties under the supervision of officials designated by the FDA;	
I. Assume full responsibility for any claim for any compensation on injuries from accidents in connection with the performance of Janitor's Duties assigned to the project sites and shall make FDA free from any legal suit in connection therewith under the terms and conditions of this contract. Exception to this is when the FDA officially assigns work that is not with the scope of this Contract, hence, the FDA shall assume responsibility	
J. Assume full responsibility for any damage or loss of government and/ or personal belongings, properties resulted from the negligence and/or direct conduct of theft by the Janitor/s and the AFS shall be the final arbiter	
K. Faithfully comply with all laws, rules and regulations pertaining to the employment of labor, including but not limited to the Labor Code of the Philippines as amended, the Social Security System Laws, Employer's Liability Act, Workmen's Compensation Act and Phil Health Act	
L. Agrees to bind itself to save and hold the FDA free from any and all liabilities arising for the execution of the Contract Agreement;	
VII. MONITORING SUPERVISION	
<p>A. To ensure that the agreement/contract is followed, the GSD will assign personnel to monitor and supervise the deployed janitor and maintenance personnel. The GSD will also conduct a monthly performance evaluation of the janitors and maintenance personnel thru their Supervisors and the Representative(s) of the Center/Service where the janitor/janitress is assigned to evaluate the quality of their services.</p> <p>B. The two Supervisors; one for housekeeping and one for maintenance, shall be responsible for overseeing the daily operation, coordination, supervision and assignment of housekeeping and ground janitors respectively. They shall monitor, supervise and administer the routine and daily tasks of janitorial services. They shall serve as conduit or intermediary of the Service Provider and the Food and Drug Administration through the AFS-GSD.</p> <p>C. The GSD will make sure that the janitor/maintenance personnel will submit a performance evaluation each month to enable the FDA to properly assess his/her satisfactory performance. The Contractor will provide its own Bundy clock for monitoring the janitor's/maintenance personnel's attendance.</p>	
VIII. CONTRACT MANAGEMENT AND IMPLEMENTATION	
<p>A. The Contract will commence 15 days upon receipt of approved Notice to Proceed (NTP) and will end after 12 months, renewable for two (2) years subject to the evaluation of the Food and Drug Administration as recommended by the Administration and Finance</p>	

Service - General Services Division (AFS-GSD).

- B. There should be NO EMPLOYER-EMPLOYEE relationship between janitors and the FDA.
- C. Absorb a minimum of 70% of the existing numbers of Janitors with a performance rating of at least Satisfactory (s) as recommended by the Chief of the AFS-GSD.
- D. Execution of contract and Performance Evaluation of the Service Provider. The performance and execution of janitorial works and support services shall be under the Chief of the AFS-GSD before commencement and assuming work at the beginning of the contract implementation, an orientation relative to the office regulation, work processes, scope of responsibility, work protocol, and coordination, reporting process, work assignments, schedule and other matters pertaining to work ethics and standard required by the FDA shall be conducted by the AFS-GSD.
1. The GSD in cooperation with the Authorized Representative of each office shall conduct a performance assessment or evaluation of the Service Provider monthly based on the following:
 - a. Service Provider's cleaning accomplishment and quality standards based from the submitted general and specific cleaning guidelines, housekeeping plan and methodologies.
 - b. Compliance to periodic and pre-scheduled preventive maintenance accomplishments.
 - c. Compliance to the Procuring Entity's waste segregation and work safety program and standards.
 - d. Tools, equipment and supply utilization management.
 - e. Work ethics, personal management and compliance to existing labor laws and practice.
 - f. Monitoring of consumables
 2. The assessment or evaluation methods to be employed shall be based on service level monitoring, certification and visual inspection.
 3. The Service Provider shall maintain a satisfactory level of performance throughout the term of the contract based on the following set of performance criteria. The Service Provider must obtain at least 80% score, the minimum score for satisfactory rating.
 - a. Performance Criteria and Weight:

No.	Criteria	Weight
1	Quality of Service /Cleaning Standard	40
2	Scheduling and Time Management	10
3	Safety Awareness of Personnel	20
4	Compliance to Contract Requirements	20
5	Work Ethics and Personnel Management	10
	Total	100%

*evaluation checklist should be enhanced to include specific duties and

responsibilities (e.g. garbage disposal, daily routine cleaning checking of consumables, et. al.)

b. Examples of Performance Measures

- i. Satisfactory performance of the Service Provider to the conduct and execution of daily housekeeping routine services on each building;
- ii. Satisfactory performance of the Service Provider relative to the conduct and execution of monthly routine housekeeping services for each building;
- iii. Satisfactory performance of the Service Provider relative to the conduct and execution of quarterly routine housekeeping services for each building;
- iv. Gardens are well kept, watered, fertilized and plants are distinctively robust;
- v. Grounds are clean with grasses trimmed to acceptable heights and proportion;
- vi. Collection of garbage from every office/room before end of working day is accomplished;
- vii. Daily collection and disposal of garbage from buildings/offices is in accordance with the waste disposal management/scheme of the FDA;
- viii. Supplies are provided in time, and on agreed quantity and specifications, and distributed accordingly;
- ix. Submission of a complete and updated list of janitors' personal data sheet every month or upon demand;
- x. Immediate provision of acceptable relievers and replacements when necessary;
- xi. Appropriate Notice to the AFS-GSD is given when relievers/replacement are deployed;
- xii. No verified complaint of non or underpayments of janitor's benefits, salaries or wages;
- xiii. Submission of regular schedule for areas to be cleared;
- xiv. Monthly submission of complete and accurate accomplishment reports to the AFS-GSD;
- xv. Submission of complete and accurate written report before the close of next business day of incidents involving the Service Provider janitorial staff;
- xvi. Appropriate and immediate submission of reports on any lost or found items to respective AOs and supervisors;
- xvii. Janitors are presentable, groomed well-dressed hygienic and clean;
- xviii. Janitors working with complete tools, proper preventive gears and supplies;
- xix. No reported theft and misconduct where the Service Provider janitor is involved;
- xx. All required incident reports prepared, accurately done and forwarded on time;
- xxi. Supervisor properly inspecting and monitor the janitors work, workplace and performance;
- xxii. Suspension and/or replacement of janitors found under the influence of liquor or other intoxicating substance or prohibited drugs.

4. Based on the assessment, the FDA may pre terminate the contract for failure of the Service Provider to perform its obligation thereon following the procedure prescribed in 53 Annex I on the Guidelines on Termination of Contract of the 2016 RIRR of RA

<p>9184 and succeeding relevant amendments thereof;</p> <p>5. The FDA through AFS-General Services Division reserves the right to request for an increase or decrease in the number of Janitors assigned to the Project sites or transfer any janitors to other assignment if the exigency of work requires;</p> <p>6. The Contractor may ventilate in writing the problems/ difficulties that they encounter and give their suggestions, recommendations or solutions for FDA's appropriate action;</p> <p>7. The Service Provider reserves the right to pre-terminate the contract if FDA is not complying with the terms and conditions of the contract/agreement. In such a case, FDA shall give the Contractor a notice at least thirty (30) calendar days prior to the effectivity of the pre-termination;</p> <p>8. All taxes payable to the government shall be borne by the Service Provider.</p>	
IX.REQUIREMENT FOR BIDDING	
<p>A. Ocular inspection report of the FDA premises conducted and certified by the General Services Division, Administrative and Finance Service.</p> <p>Ocular Inspection:</p> <p><i>(Please be informed that upon confirmation of appointment with the FDA-BAC Secretariat, the General Services Division will be available for Ocular Inspection of FDA Facilities on 15 July 2022 at 9:00am)</i></p>	
<p>B. Acceptable Janitorial Services Proposal indicating at least the following:</p> <ol style="list-style-type: none"> 1. Housekeeping Plan <ol style="list-style-type: none"> a. General cleaning instructions (high points and sequence) b. Floor (sweeping, washing, mopping, scrubbing, & waxing, polishing) c. Ceiling d. Walls e. Doors/entrances f. Windows g. Toilets/restrooms/bathrooms including distribution of consumables with daily consumption reports h. Staff rooms/conference rooms i. Furniture j. Air conditioners k. Draperies and blinds l. Lighting fixtures and wall decors m. Kitchen/pantry n. Building garbage management, etc. 2. Grounds & Garden Maintenance Plan <ol style="list-style-type: none"> a. Grounds sweeping b. Garden maintenance c. Building walls d. Parking areas e. Roof/Gutters/downspouts/storm drains/catch basins f. Signages, etc 3. Preventive Maintenance Plan 	

a. Building inspection b. Roof/gutters/downspouts c. Ground (street repairs) d. Plumbing including CR e. Minor building repair/maintenance including electrical f. Minor equipment repair/maintenance (e.g. air conditioners)																																																																															
4. Janitorial Supplies Management System (ordering, inventory, issuance. Storage. etc)																																																																															
5. Contract Monitoring and Reporting System Including Supervision/Monitoring Charts																																																																															
6. Waste Management /Garbage Collection and Disposal Scheme/Measures																																																																															
7. Safety Measures/Programs																																																																															
8. Personnel Administration including Staffing and Rotation Plan, Relievers/Replacement Scheme, Orientation and Training Plans																																																																															
C. The following is the computation of the monthly labor cost.																																																																															
<table border="1"> <thead> <tr> <th colspan="5">COST DISTRIBUTION FOR ONE (1) YEAR - JANITORIAL SERVICE</th></tr> <tr> <th>Item No.</th><th>Description</th><th>Office / Grounds / Lobby</th><th>Skilled</th><th>Supervisor</th></tr> </thead> <tbody> <tr> <td></td><td>No. of Days per/Year</td><td>313</td><td>313</td><td>313</td></tr> <tr> <td></td><td>Daily Wage</td><td>570.00</td><td>633.00</td><td>633.00</td></tr> <tr> <td colspan="5">Amount Directly to Janitorial Personnel</td></tr> <tr> <td></td><td>Average pay (DW X no. of days per year/ 12 mos)</td><td>14 ,867.50</td><td>16,510.75</td><td>16,510.75</td></tr> <tr> <td></td><td>13th Month pay (Average pay / 12 mos)</td><td>1,238.96</td><td>1,375.90</td><td>1,375.90</td></tr> <tr> <td></td><td>Five days incentives pay (DW X 5 days/ 12 mos)</td><td>237.50</td><td>263.75</td><td>263.75</td></tr> <tr> <td>A.</td><td>Total Amount Directly to Janitorial Personnel</td><td>16,343.96</td><td>18,150.40</td><td>18,150.40</td></tr> <tr> <td colspan="5">Amount Due to Government</td></tr> <tr> <td></td><td>SSS Premium</td><td>1,275.00</td><td>1,402.50</td><td>1,402.50</td></tr> <tr> <td></td><td>PhilHealth</td><td>297.35</td><td>330.22</td><td>330.22</td></tr> <tr> <td></td><td>ECC</td><td>30.00</td><td>30.00</td><td>30.00</td></tr> <tr> <td></td><td>Pag-ibig</td><td>297.35</td><td>330.22</td><td>330.22</td></tr> <tr> <td>B.</td><td>Total Amount Due to Government</td><td>1,899.70</td><td>2,092.94</td><td>2,092.94</td></tr> </tbody> </table>					COST DISTRIBUTION FOR ONE (1) YEAR - JANITORIAL SERVICE					Item No.	Description	Office / Grounds / Lobby	Skilled	Supervisor		No. of Days per/Year	313	313	313		Daily Wage	570.00	633.00	633.00	Amount Directly to Janitorial Personnel						Average pay (DW X no. of days per year/ 12 mos)	14 ,867.50	16,510.75	16,510.75		13th Month pay (Average pay / 12 mos)	1,238.96	1,375.90	1,375.90		Five days incentives pay (DW X 5 days/ 12 mos)	237.50	263.75	263.75	A.	Total Amount Directly to Janitorial Personnel	16,343.96	18,150.40	18,150.40	Amount Due to Government						SSS Premium	1,275.00	1,402.50	1,402.50		PhilHealth	297.35	330.22	330.22		ECC	30.00	30.00	30.00		Pag-ibig	297.35	330.22	330.22	B.	Total Amount Due to Government	1,899.70	2,092.94	2,092.94
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C.	<i>Total Amount Due to Janitorial Personnel and Government (A + B)</i>	18,243.66	20,243.34	20,243.34		
	Number of Janitorial Personnel	20	8	2		
	TOTAL CONTRACT FOR 30 Janitorial Personnel FOR 12 MONTHS					

I hereby certify that the Statement of Compliance to the foregoing Technical Specifications are true and correct, otherwise, if found false either during the bid evaluation or post qualification, the same shall give rise to automatic disqualification of our bid.

Name of Company/Bidder

Date

Signature over Printed Name of Authorized Representative

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

Technical Documents

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

Financial Documents

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

Class “B” Documents

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

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

- ☐ (i) *[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.
- ☐ (j) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

I. FINANCIAL COMPONENT ENVELOPE

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

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

- ☐ (h) *[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.
- ☐ (i) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

BIDS AND AWARDS COMMITTEE

ITB No.		Date /Time of Opening and Evaluation of Bids:	
---------	--	--	--

Project Title:
Approved Budget for the Contract:
Name of Bidder:
Address:

CHECKLIST OF DOCUMENTS FOR THE OPENING AND BID EVALUATION OF BIDDING DOCUMENTS

(Note: Write if PASSED or FAILED on the left space provided.)

I. PRELIMINARY EXAMINATION OF BIDS;

A. Two Envelope System

	1. Original Bid Copy
	2. Copy 1 & 2

B. Marking of Bids

	1. Arranged
	2. Numbered/Tabbed
	3. Original Copies of the Bid Document must be duly signed by prospective bidder or authorized representative using blue ink pen

II. TECHNICAL COMPONENTS - (ENVELOPE ONE)

<u>Passed/Failed Remarks</u>	Eligibility Documents (Class “A” Documents)	
	Page No.	LEGAL DOCUMENTS
	1	(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);or
	1.1	(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

		<p>equivalent document, and</p> <p>(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;</p> <p>and</p> <p>(d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).</p>
LEGAL DOCUMENTS		
	2.	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
	3.	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
	4.	<p>Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;</p> <p>or</p> <p>Original copy of Notarized Bid Securing Declaration; and</p>
	5.	Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; and
	6.	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		
	7.	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
	8.	<p>The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);</p> <p>or</p> <p>A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.</p>

III. FINANCIAL COMPONENTS - (ENVELOPE TWO)

	Financial Proposal Submission Form, to include the following	
	A	Duly accomplished and signed Bid Form; Bid Amount in Figures: Php _____ Bid _____ Amount _____ in _____ Words: _____ _____ _____
Other documentary requirements under RA No. 9184 (as applicable)		
	B	[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.
		Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

III. OVER-ALL REMARKS

	PASSED	FAILED
TECHNICAL COMPONENTS		
FINANCIAL COMPONENTS		

OTHERS (e.g. ground/s for failed bid):

Annex “A”

Price Schedules for Goods (Services) Offered

COMPUTATION: The following is the PRICE SCHEDULE or template to be used for comparing the BID PRICE of each bidder including computation of the monthly labor cost. The lowest complying and responsive total bid shall be declared as the winning bidder: **NOTE: BID PRICE will be based on a 1 month computation of Labor Cost, Administrative Cost, Value Added Tax and Supplies and Materials. Multiply by the no of months/project duration. The total of which will be added by the price of the Equipment (ON A ONE TIME DELIVERY SUPPLIES AND EQUIPMENT/ANNUAL) as shown on the table below:**

A. LABOR COST: Composed of daily wages of 187 Janitors for a month, includes 13 th month pay, five days incentive and indirect labor cost such as SSS Premium, Philhealth contributions, ECC and PAGIBIG Fund. (as per end user computation)		
B. ADMINISTRATIVE COST/ OVERHEAD EXPENSES (Estimated percentage of the Labor Cost)	<u> </u> % x Labor Cost	
C. VALUE ADDED TAX (12% of A+B)		
D. Supplies, Materials for a month		
TOTAL (A+B+C+D) Cost for a Month		
*Multiply by no. of months (duration of project)		
E. Equipment (one time/annual delivery)		
TOTAL COST		

Note: The Computation of ABC is based on a 1 month computation of Labor Cost, Administrative Cost/Overhead, Value added Tax and supplies and material multiply by 12months (1 year) plus the cost of Equipment (one time delivery/annual).

All bid prices for the duration of the contract shall be fixed and shall not be adjusted during the implementation except for the following:

1. Increase in minimum daily wage pursuant to law of new wage order issued after date of bidding;
2. Increase in taxes.

I hereby certify that the Bid Price Offer to the foregoing Price Schedule for Goods (Services) Offered are true and correct, otherwise, if found false either during the bid evaluation or post qualification, the same shall give rise to automatic disqualification of our bid.

Name of Company/Bidder

Date

Signature over Printed Name of Authorized Representative

