

PHILIPPINE BIDDING DOCUMENTS

**Procurement of
GOODS**

Government of the Republic of the Philippines

**PROCUREMENT OF JANITORIAL MANPOWER SERVICES
WITH CLEANING SUPPLIES, MATERIALS AND EQUIPMENT
OF FOOD AND DRUG ADMINISTRATION (FDA)-VISAYAS
CLUSTER (VC)/CEBU TESTING AND QUALITY ASSURANCE
LABORATORY (CTQAL) FOR A PERIOD OF ONE (1) YEAR**

ITB No. 2022-002-CTQAL

**FOOD AND DRUG ADMINISTRATION
VC/CTQAL**

North Road, Jagobiao,
Mandaue City, Cebu

**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

INVITATION TO BID ITB No. 2022-002-CTQAL

PROCUREMENT OF JANITORIAL MANPOWER SERVICES WITH CLEANING SUPPLIES, MATERIALS AND EQUIPMENT OF FOOD AND DRUG ADMINISTRATION (FDA)-VISAYAS CLUSTER (VC)/CEBU TESTING AND QUALITY ASSURANCE LABORATORY (CTQAL) FOR A PERIOD OF ONE (1) YEAR

1. The **Food and Drug Administration (FDA)-Visayas Cluster (VC)/Cebu Testing & Quality Assurance Laboratory (CTQAL)**, through the **FDA MOOE FUND 2022** intends to apply the sum of **One Million Seven Hundred Seventy-Four Thousand Seven Hundred Forty One Pesos and 20/100 (₱1,774,741.20)** being the Approved Budget for the Contract (ABC) to payment under the contract for the **Procurement of Janitorial Manpower Services with Cleaning Supplies, Materials and Equipment of Food And Drug Administration (FDA)-Visayas Cluster (VC)/Cebu Testing And Quality Assurance Laboratory (CTQAL) For A Period Of One (1) Year**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The FDA-VC/CTQAL now invites bids for the above Procurement Project. Delivery of the Goods is required by **Fifteen (15) Calendar Days upon Issuance of Notice to Proceed**. Bidders should have completed, within **three (3) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - 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 a citizen 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 **FDA-VC/CTQAL –Bids and Awards Committee (BAC)** and inspect the Bidding Documents at the address given below during **8:00 AM to 5:00 PM**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **23 August 2022** from the given address and website(s) below and upon

payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Five Thousand Pesos Only (₱5,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees through **fund transfer or bank deposit** in person or electronic means.

6. The FDA-VC/CTQAL will hold a Pre-Bid Conference on **01 September 2022, 9:00AM through** video conferencing or webcasting **via Google Meet** (<https://meet.google.com/fwx-nqbb-jtz?hs=122&authuser=0>), which shall be open to prospective bidders.

Bids must be duly received by the VC-BAC Secretariat both online and manual submissions at the office address indicated below, and online or electronic submission (Password Protected Zipped folders for Envelope 1 and 2 wherein passwords for accessing the files will be disclosed by the Bidder/s only during actual bid opening) to lsrivera@fda.gov.ph/jrcoyoca@fda.gov.ph and crbalase@fda.gov.ph on or before **13 September 2022 at 9:00AM**. Late bids shall not be accepted.

7. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
8. Bid opening shall be on **13 September 2022 at 9:30AM** at the given address below and/or via video conferencing or webcasting **via Google Meet** (<https://meet.google.com/udc-bbsj-dgp?hs=122&authuser=0>) Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
9. 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 Section 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
10. For further information, please refer to:

MS. LORRAINE S. RIVERA

Head Secretariat, Bids and Awards Committee – Visayas Cluster

North Road, Jagobiao, Mandaue City Cebu

e-mail address: lsrivera@fda.gov.ph/jrcoyoca@fda.gov.ph/crbalase@fda.gov.ph

or at bacsec@fda.gov.ph

Office no. (032) 234-0854 or (032)-262-0996

11. You may visit the following websites for downloading of Bidding Documents:

<https://www.fda.gov.ph/bids-and-awards/>

<https://notices.philgeps.gov.ph/>

(ORIGINAL COPY SIGNED)

ENGR. MARY MAE L. JUNTILLA

Chairperson, VC-Bids and Awards Committee

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, **FDA-VC/CTQAL** wishes to receive Bids for the **Procurement of Janitorial Manpower Services with Cleaning Supplies, Materials and Equipment of Food and Drug Administration (FDA)-Visayas Cluster (VC)/Cebu Testing And Quality Assurance Laboratory (CTQAL) For A Period Of One (1) Year** with identification number **ITB No. 2022-002- CTQAL**.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for fiscal year 2022 in the amount of **One Million Seven Hundred Seventy-Four Thousand Seven Hundred Forty-One Pesos and 20/100 (₱1,774,741.20)**.

2.2. The source of funding is NGA, the General Appropriations or Special Appropriations.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

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

6. Origin of Goods

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

7. Subcontracts

- 7.1. Subcontracting is not allowed.
- 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 and/or through videoconferencing as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

11. Documents comprising the Bid: Financial Component

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

- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

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

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

13. Bid and Payment Currencies

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

- 13.2. Payment of the contract price shall be made in Philippine Pesos.

14. Bid Security

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

- 14.2. The Bid and bid security shall be valid for the period specified in the **BDS**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as 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	For this purpose, contracts similar to the Project shall be: <ol style="list-style-type: none"> a. Procurement of Janitorial Manpower Services with Cleaning Supplies, Materials and Equipment of FDA – VC/CTQAL for a period of One (1) Year - Rebid b. Completed within three (3) years prior to the deadline for the submission and receipt of bids.
12	The price of the Goods shall be quoted DDP FDA-VC/CTQAL, North Road, Jagobiao, Mandaue City, Cebu or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ol style="list-style-type: none"> a. The amount of not less than Thirty-Five Thousand Four Hundred Ninety-Four Pesos and 83/100 (₱35,494.83), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than Eighty-Eight Thousand Seven Hundred Thirty-Seven Pesos and 6/100 (88,737.06), if bid security is in Surety Bond.
15	Each Bidder shall submit one original and two copies of the first and second components of its bid and shall present Original Copies of government issued documents. Documents for purposes of verification during the scheduled opening of bids.
	Each Pages of the Original Copies of the Bidding Documents must be duly signed by the authorized bidding representative and must use blue ink pen in signing every pages of the documents.
	All envelopes shall: <ol style="list-style-type: none"> (a) Contain the name of the contract to bid; (b) Bear the name and address of the Bidder; (c) Be addressed to the VC-BAC Chairman; (d) Bear a warning “DO NOT OPEN BEFORE....” The date and time for the opening of bids.
	Bidder shall submit three (3) copies of their proposal properly labelled, sealed and signed in one mother envelope. The first Copy marked as ‘ORIGINAL’ and the Second and Third Copies marked as ‘COPY 1’ and ‘COPY 2’ respectively. All of the three (3) copies shall contain Technical Component Documents in the second folder.

19.3	The project will be awarded as follows:					
	Item No.	Description	Qty.	Unit	ABC	
	1	Procurement of Janitorial Manpower Services with Cleaning Supplies, Materials and Equipment of Food and Drug Administration (FDA)- Visayas Cluster (VC)/Cebu Testing And Quality Assurance Laboratory (CTQAL) For A Period Of One (1) Year	1	Lot	₱1,774,741.20	
20.2	No further instructions.					
21.2	<p>Additional contract documents:</p> <ul style="list-style-type: none"> a. Proof of Payments/Official Receipts for payment of contributions, for the following, from July 2021 to December 2021: <ul style="list-style-type: none"> - Social Security System - PhilHealth - Pag-IBIG/HDMF b. Department of Labor and Employment (DOLE) Registration Certificate; and c. Client/Customer Feedback Form, with at least Very Satisfactory in rating, from at least on (1) government agency or private corporation, with whom the janitorial service provider has a past or ongoing contract for three (3) years. The bidder, however, may submit Client/Customer Feedback Forms from multiple clients as long as the aggregate period of the past or ongoing contracts is not less than three (3) years. 					

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 affectivity of the said amendment.

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

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

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

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

3. **Performance Security**

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

4. **Inspection and Tests**

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>For Goods supplied abroad, “the delivery terms applicable to the Contract are DDP delivered FDA – VC/CTQAL, North Road, Jagobiao, Mandaue City, Cebu. In accordance with INCOTERMS.”</p> <p>For Goods supplied from within the Philippines, “The delivery terms applicable to this Contract are delivered at FDA – VC/CTQAL, North Road, Jagobiao, Mandaue City, Cebu. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is MS. JERLINDA N. MACASOCOL.</p>
2.2	<p>Payments shall be made only upon a certification by the Head of Procuring Entity or End-user Unit to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted.</p>
4	<p>Other instructions relative to this procurement contract are explicitly stipulated in the Technical Specifications and Terms of Reference (TOR). Should amendments be made in the Technical Specifications and TOR to better reflect the interests of the FD-VC/CTQAL and janitorial manpower service provider, information in such amendments will prevail.</p>

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	<p>Procurement of Janitorial Manpower Services with Cleaning Supplies, Materials and Equipment of Food And Drug Administration (FDA)-Visayas Cluster (VC)/Cebu Testing And Quality Assurance Laboratory (CTQAL) For A Period Of One (1) Year</p> <p>-for 12 months -with seven(7) personnel</p>	1	₱1,774,741.20	<p>A. Deployment of Seven (7) Janitorial Personnel</p> <p>- Fifteen (15) Calendar Days upon issuance of NTP</p> <p>B. Cleaning Supplies, Materials and Equipment</p> <p>- Ten (10) Calendar Days upon Deployment of Janitorial Personnel to FDA-VC/CTQAL</p>

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 this 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

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.

Item	Specification	Statement of Compliance
1	Procurement of Janitorial Manpower Services with Cleaning Supplies, Materials and Equipment of Food And Drug Administration (FDA)-Visayas Cluster (VC)/Cebu Testing And Quality Assurance Laboratory (CTQAL) For A Period Of One (1) Year	
	I. PLACE OF ASSIGNMENT	
	<ul style="list-style-type: none"> The SERVICE PROVIDER shall designate a supervisor and assign personnel in the premises enlisted in the Terms of Reference. 	
	<ul style="list-style-type: none"> There shall be a Rotation of Assignment in every Quarter and the Office concerned will evaluate their performance. 	
	II. QUALIFICATIONS OF THE SERVICE PROVIDER	
	A. Years of Experience	
	<ul style="list-style-type: none"> The SERVICE PROVIDER must have at least three (3) years of experience on similar contract. 	
	<ul style="list-style-type: none"> The SERVICE PROVIDER must submit certified copy of summarized list of similar contracts indicating the names of establishments and period of contract from 2019 to date. 	
	B. Liquidity	
	<ul style="list-style-type: none"> The SERVICE PROVIDER must have a net financial contracting capacity to enter into a contract with FDA-VC/CTQAL. 	
	<ul style="list-style-type: none"> The SERVICE PROVIDER must show Net financial contracting capacity at least equal to the Approved Budget for the Contract (ABC) or Committed Line of Credit at least equal to 10% of ABC. 	

	C. Organizational Set-Up	
	<ul style="list-style-type: none"> The SERVICE PROVIDER must be a duly licensed and registered service provider with the Department of Labor and Employment. 	
	<ul style="list-style-type: none"> The SERVICE PROVIDER must be duly registered with Securities and Exchange Commission, Department of Trade and Industry, or Cooperative Development Authority. 	
	<ul style="list-style-type: none"> The SERVICE PROVIDER must be duly registered with the Social Security System (SSS), Home Development Mutual Fund (PAGIBIG) and Philippine Health Insurance Corporation (PHILHEALTH). 	
	<ul style="list-style-type: none"> The SERVICE PROVIDER must be duly registered with the Bureau of Internal Revenue. 	
	<ul style="list-style-type: none"> The SERVICE PROVIDER must present an organizational structure showing the availability of competent manpower to perform janitorial services to the CLIENT. 	
	III. WORK SCHEDULE	
	A. Official Time	
	<ul style="list-style-type: none"> The SERVICE PROVIDER must provide a janitorial force consisting of seven (7) janitorial personnel, one (1) of which will be designated as the Janitor Supervisor, who shall work from Monday to Saturday. 	
	<ul style="list-style-type: none"> Janitors must follow an eight (8) hours duty from Monday to Saturday in shifting schedule as follows: 	
	7:00 AM to 12:00 NN and 1:00 PM to 4:00 PM (Monday to Friday)	
	8:00 AM to 12:00 NN and 1:00 PM to 5:00 PM (Monday to Friday)	
	6:00 AM to 11:00 AM and 12:00 NN to 3:00 PM (Saturdays)	
	B. The SERVICE PROVIDER must provide reliever/replacement for absent personnel to ensure the continuity of its services to the CLIENT at designated premises.	
	C. The SERVICE PROVIDER must provide written notice three (3) days before their absence or in case of emergency at least two (2) hours before, to the	

	Division/Office concerned whenever CLIENT-accredited janitor will be relieved/replaced.	
	D. Sleeping and other violative acts while on duty is not allowed. The SERVICE PROVIDER must impose disciplinary action to its janitorial personnel caught while on his/her duty.	
	IV. WORKWEAR	
	A. The SERVICE PROVIDER must provide proper uniforms or work wear and instruct janitorial personnel to wear the same while inside the premises on official time.	
	B. The SERVICE PROVIDER must provide safety work clothing (or equivalent personal protective suit) while performing critical tasks with identified risk(s) to health and safety of personnel.	
	V. QUALIFICATIONS OF JANITORIAL PERSONNEL	
	A. The Service Provider's personnel must undergo a prior screening by their office and acceptance by the CLIENT's Administrative Division Chief or Office Director. The following qualification must be as follows:	
	<ul style="list-style-type: none"> • Filipino Citizen (shown through the Birth Certificate); 	
	<ul style="list-style-type: none"> • High school graduate evidenced by a High School Diploma/Graduate for Janitors or Certification of highest educational attainment for college undergraduate; 	
	<ul style="list-style-type: none"> • At least College level for Supervisor; 	
	<ul style="list-style-type: none"> • Of Legal Age; 	
	<ul style="list-style-type: none"> • Must be physically fit to work. Medical certificate /clearance from a government physician, as well as drug test results must be submitted; 	
	<ul style="list-style-type: none"> • Must be of good moral character, reputation courteous, alert and without any criminal or police record. Police and National Bureau of Investigation (NBI) clearances must be submitted. 	
	B. The selection pattern shall commence by submitting documentation as follows:	
	<ul style="list-style-type: none"> • Medical certificates – Mentally and Physically fit including satisfactory drug test result; 	
	<ul style="list-style-type: none"> • Police and NBI clearances; 	
	<ul style="list-style-type: none"> • Personal Data Sheet/Resume with 1 x 1 picture; 	

	<ul style="list-style-type: none"> • Social Security Number (SSS) and photocopy of SSS membership card; 	
	<ul style="list-style-type: none"> • Residence Certificate; 	
	<ul style="list-style-type: none"> • Employment certificates (to those with experiences); 	
	2 x 2 picture.	
	C. Duties and responsibilities of the assigned Janitorial Supervisor shall include but not limited to the following:	
	<ul style="list-style-type: none"> • Make rounds to check his/her subordinates, provides special cleaning instructions and/or assignment, and ascertain compliance with directives; 	
	<ul style="list-style-type: none"> • Conducts inspection to check cleanliness and orderliness of the premises, and informs his/her subordinate of corrections necessary; 	
	<ul style="list-style-type: none"> • Determines materials, supplies needed and timely informs the Property and Supply Section of the requirement; 	
	<ul style="list-style-type: none"> • Trains subordinates on proper cleaning methods, use of equipment, safety practice and work regulations. 	
	D. Duties and responsibilities of the assigned Janitorial personnel shall include but not limited to the following:	
	<ul style="list-style-type: none"> • Maintains the cleanliness and orderliness of the building and premises. This includes protection of properties from damage or destruction in connection with the janitorial activities rendered, preservation of confidentiality of CLIENT records, and proper collection and disposal of garbage; 	
	<ul style="list-style-type: none"> • Miscellaneous services to be performed whenever required i.e., logistical assistance during meetings and conferences; hauling of laboratory consumables, office furniture, fixtures and equipment; and other necessary errand works within and outside the CLIENT premises, as requested by CLIENTS's officials and personnel. 	
	E. One (1) janitorial personnel should be skilled in electrical works and one (1) in painting, masonry and plumbing for maintenance of the CLIENT's Office Building.	
	VI. SCOPE OF SERVICES	
	<ul style="list-style-type: none"> • The SERVICE PROVIDER must perform two (2) work sets of packages for the CLIENT. 	
	<ul style="list-style-type: none"> • Package One (1) of work shall include BUILDING MAINTENANCE and Package two (2) shall 	

	include other GROUND MAINTENANCE.	
	<ul style="list-style-type: none"> Both packages involve personnel supervision and procurement of equipment and supplies. 	
	<ul style="list-style-type: none"> The SERVICE PROVIDER must provide all materials, supplies and equipment stated in its bid. 	
	Usage of materials shall be accounted for and shall be in accordance with the schedule.	
	<ul style="list-style-type: none"> Must provide assistance during transfer of office furniture/equipment within the premises. 	
	<ul style="list-style-type: none"> Must provide assistance on performing messengerial work and extra hour services during special occasions at FDA-VC/CTQAL. 	
	A. Daily Routine for BUILDING MAINTENANCE (PACKAGE 1) of janitorial personnel to the CLIENT shall include the following:	
	<ul style="list-style-type: none"> Sweeping, dusting and polishing the floors of all rooms, corridors, lobbies stairs and entrance to areas specified by the Client; 	
	<ul style="list-style-type: none"> Cleaning and wiping of all office tables, laboratory tables, glass tops, furniture and fixtures, window ledges, counters, doorknobs and glass partitions; 	
	<ul style="list-style-type: none"> Cleaning and sanitizing of comfort rooms, bath and kitchen sinks and counters and removal of stains from floors and other surfaces; 	
	<ul style="list-style-type: none"> Assist in disinfecting of specialized working area and all applicable equipment/instruments of the Laboratory following the Standard Procedure of the laboratory; 	
	<ul style="list-style-type: none"> Washing/cleaning of all laboratory glassware and other laboratory resources; 	
	<ul style="list-style-type: none"> Fetching water and filling of containers in the comfort rooms during water service interruptions; 	
	<ul style="list-style-type: none"> Cleaning of driveways, parking spaces and surroundings of the building; 	
	<ul style="list-style-type: none"> Assist in the proper disposal of solid waste collected from various parts of the assigned area to the designated trash/waste dumping area within the compound; 	
	<ul style="list-style-type: none"> Upkeep of indoor potted plants. 	
	B. Weekly Routine for BUILDING MAINTENANCE (PACKAGE 1) of janitorial personnel to the CLIENT shall include the following:	
	<ul style="list-style-type: none"> Spot scrubbing, dirt stain removal and cleaning of rugs; 	
	<ul style="list-style-type: none"> Thorough cleaning, washing and scrubbing of all comfort rooms; 	

	<ul style="list-style-type: none"> • Cleaning and polishing of inner surface of all window glasses, sun baffles, walls, counters, light diffusers, picture frames and wall hanging; 	
	<ul style="list-style-type: none"> • Wash, scrub, vacuum cleaning, wash strip, re-wax and polish floors; 	
	<ul style="list-style-type: none"> • Dusting and removal of cobwebs of all rooms. 	
	<p>C. Monthly Routine for BUILDING MAINTENANCE (PACKAGE 1) of janitorial personnel to the CLIENT shall include the following:</p>	
	<ul style="list-style-type: none"> • General polishing of outer surfaces of glass windows & doors; 	
	<ul style="list-style-type: none"> • Cleaning of ornamental plants and polishing of metal signs; 	
	<ul style="list-style-type: none"> • Cleaning of draperies and blinds; 	
	<ul style="list-style-type: none"> • Cleaning of gutters; 	
	<ul style="list-style-type: none"> • Thorough and general cleaning of all areas; 	
	<ul style="list-style-type: none"> • Thorough shampooing of all rugs/carpets. 	
	<p>D. Miscellaneous Routine for BUILDING MAINTENANCE (PACKAGE 1) of janitorial personnel to the CLIENT shall include the following:</p>	
	<ul style="list-style-type: none"> • Carrying, transporting to or moving of office furniture-equipment, supplies within the premises that may be assigned from time to time; 	
	<ul style="list-style-type: none"> • Report to the Administrative Division-Visayas Cluster the water leaks or any defective plumbing fixtures, electrical installations and broken or damaged furniture and fixtures that need immediate repair; 	
	<ul style="list-style-type: none"> • Messengerial work limited to delivery of documents provided that the supervisor/employee concerned shall be held responsible for the aforementioned task. 	
	<p>E. Daily Routine for GROUND MAINTENANCE (PACKAGE 2) of janitorial personnel to the CLIENT shall include the following:</p>	
	<ul style="list-style-type: none"> • Sweeping and cleaning of rubbish and leaves; 	
	<ul style="list-style-type: none"> • Emptying of trash cans, clearing/collection of refuse and dumping thereof at the designated dumping site; 	
	<ul style="list-style-type: none"> • Upkeep of ornamental plants, trees and other foliage. 	
	<p>F. WEEKLY Routine for GROUND MAINTENANCE (PACKAGE 2) of janitorial</p>	

	personnel to the CLIENT shall include the following:	
	<ul style="list-style-type: none"> • Cutting and pulling of wild plants and grasses; 	
	<ul style="list-style-type: none"> • Trimming of ornamental plants; 	
	<ul style="list-style-type: none"> • Planting of ornamental plants that the Client may provide. 	
	G. Monthly Routine for GROUND MAINTENANCE (PACKAGE 2) of janitorial personnel shall include potholes filling with materials that the CLIENT provides.	
	H. Quarterly Routine for GROUND MAINTENANCE (PACKAGE 2) of janitorial personnel to the CLIENT shall include the following:	
	<ul style="list-style-type: none"> • Cleaning of gutters to prevent water stagnation; 	
	<ul style="list-style-type: none"> • Putting fertilizers or spraying on plants with pesticides to be provided by the CLIENT. 	
	VII. SUPPLIES, MATERIALS AND EQUIPMENT	
	The SERVICE PROVIDER must provide the different type and quantity of tools, supplies, materials and equipment (enlisted in the Terms of Reference), which must be of guaranteed high quality to ensure maximum cleaning results. The Service Provider must hold the FDA-VC/CTQAL free from any liability arising from loss or damage of such materials and equipment. Appropriate internal control on inventory management shall be implemented by the Service Provider and shall be audited by FDA-VC/CTQAL authorized representative/s.	
	VIII. OTHER MATTERS	
	A. Furnishing of Bond-The Service provider shall furnish to the FDA-VC/CTQAL with a valid and sufficient Performance Bond in accordance with the rules set forth under Government Procurement Reform Act (R.A No. 9184) and its 2016 Implementing Rules and Regulations (IRR).	
	B. Wage and Mandated Benefit Increase-Should there be any wage or mandated benefit (i.e., SSS, PAG-IBIG and PHILHEALTH) increase in favor of the assigned janitorial personnel subsequent to the execution of the Contract pursuant to a Law, Executive Order, Decree or Wage Order, the Service Provider must inform the FDA-VC/CTQAL in writing of the wage increase to allow the latter to undertake the appropriate measures to address the same before its implementation, subject to the accounting and auditing rules and regulations	

	and upon showing actual payment made to their employees.	
	C. Employer-Employee Relationship – It is expressly understood that no employee-employer relationship exists between the parties of their employees, representatives and agents. The FDA-VC/CTQAL shall not be responsible for any claims for general injury, including death sustained by the janitorial personnel or any third person arising out of or in the course of the performance of the functions of the janitors pursuant to this contract.	
	D. Liability for Losses and Damages - The Service Provider shall be responsible for any loss or damage that may be incurred by its janitorial personnel. The FDA-VC/CTQAL may suspend or withhold whatever contract payments may be due the Service Provider should they fail to pay such losses or damages within fifteen (15) days from the date of notice, or until such loss or damage shall have been duly paid, restituted or repaired by the Service Provider, or go after the Performance Bond set forth in this Contract Agreement. Likewise, the FDA-VC/CTQAL has the option to demand payment for the replacement value of the lost properties, or its replacement by another at least substantially in the same condition as the former.	
	E. Compliance with the FDA Rules and Regulations - The Service Provider shall maintain effective discipline and full control and supervision over the janitorial personnel assigned under this Contract Agreement, as well as the manner of performance of their duties. However, the Service Provider binds itself to cause the implementation and enforcement of any and all rules, regulations or directives that FDA-VC/CTQAL may issue concerning the conduct of said janitorial personnel.	
	F. The SERVICE PROVIDER must maintain a Very Satisfactory level of performance throughout the term of the contract based on a prescribed set of performance criteria.	
	G. The performance criteria to be applied shall include the following:	
	<ul style="list-style-type: none"> • Quality of service delivered; • Time management; • Management and suitability of personnel; • Contract administration and management; Provision of regular progress reports.	
	H. Should any portion of this agreement be declared void such portion shall not affect the other provisions of the contract.	
	IX. TERMS OF PAYMENT	

	<p>Payment shall be made on a monthly basis for twelve (12) months subject to submission of billing statement and other supporting documents by the Service Provider. Services shall only be billed based on the actual services received by CLIENT, hence, may be computed by a fraction of a month.</p>	
	<p>X. PERIOD OF CONTRACT</p>	
	<p>The Contract of Service shall be for a period of one (1) year and may be extended subject to the evaluation and recommendation and upon mutualwritten consent of the contracting parties.</p>	
	<p>Extension of Contract is subject to the provisions of R.A. No. 9184 and its 2016 IRR. The extended term shall automatically terminate upon effectivity of a new contract.</p>	

TERMS OF REFERENCE

PROCUREMENT OF JANITORIAL MANPOWER SERVICES WITH CLEANING SUPPLIES, MATERIALS AND EQUIPMENT OF FOOD AND DRUG ADMINISTRATION (FDA)-VISAYAS CLUSTER (VC)/CEBU TESTING AND QUALITY ASSURANCE LABORATORY (CTQAL) FOR A PERIOD OF ONE (1) YEAR

OBJECTIVE

The Visayas Cluster (VC)/Cebu Testing and Quality Assurance Laboratory (CTQAL) needs to maintain a clean and healthy working environment for all its officials and employees. As a result, acquisition of a reputable provider of (1) efficient janitorial services and (2) trained janitorial personnel is desirable to provide adequate and reliable maintenance services to VC/CTQAL. An efficient and effective service provider shall ensure orderliness and sanitation including buildings, facilities and grounds. The overall satisfactory output supports VC/CTQAL's day-to-day operational capacity.

The TERMS OF REFERENCE TO JANITORIAL SERVICES (hereinafter the "TERMS OF REFERENCE") set forth the terms and conditions applicable between the **SERVICE PROVIDER** and **CLIENT**. The "**SERVICE PROVIDER**" will provide janitorial, cleaning and maintenance services for the premises used and occupied by "**THE CLIENT**" hereafter called VISAYAS CLUSTER/CEBU TESTING AND QUALITY ASSURANCE LABORATORY (VC/CTQAL).

BUDGET

The engagement of the SERVICE PROVIDER shall be for the period of twelve (12) months, with an approved budget amounting to **One Million Seven Hundred Seventy-Four Thousand Seven Hundred Forty One Pesos and 20/100 (₱1,774,741.20)**.

TECHNICAL SPECIFICATION

I. PLACE OF ASSIGNMENT

The SERVICE PROVIDER shall designate a supervisor and assign personnel in the following premises:

Location	No. of Janitors
Pantry/Staff Lounge (Ground Flr.) Men's & Women's Toilet (Ground Flr.) REU/Office of the Director-VC (Ground Flr.) Lobby/Receiving Area Stairs/Corridors Indoor Garden	1

Men's, Women's & Disabled Toilet (Lobby) Lobby/Receiving Area/Corridors/Stairs Cashier's Room Receiving/Releasing Unit/Admin. Office File Room/Sample Storage Room Library/Conference Room Corridors (outside indoor garden) Electrical/Mechanical Room Step-Down Transformer Room/Utility Room Cosmetic Analysis Room	1
2 nd Floor Laboratory Supervisor's Office Food Analysis Room/ Hot Room/ Instrument Room I/Staff Room/Balcony/Corridor/Wash Room I/ Documentation Room (Mechanical Room)/Indoor Garden I/ Monitoring of Distillation I	1
2 nd Floor Instrument Room II Drug Analysis Room/Corridor/Wash Room II Indoor Garden II/Electrical/Utility Room Pantry/Staff Lounge Male Toilet/Monitoring of Distillation II	1
2 nd Floor Microbiological Analysis Room Corridor/Stairs (Outside/Pebbles) Continuous Porch (Outside/Pebbles) Service Balcony 2 nd Floor Air Conditioning Units (Assist in Cleaning every month)	1
Ground Works Chemical Reagent Storage Building Generator House Garbage Collection Facility STP (Surroundings) Pump House/Road Ways	2

There shall be a Rotation of Assignment in every Quarter and the Office concerned will evaluate their performance.

II. QUALIFICATIONS OF THE SERVICE PROVIDER

A. Years of Experience

- The SERVICE PROVIDER must have at least three (3) years of experience on similar contract.
- The SERVICE PROVIDER must submit certified copy of summarized list of similar contracts indicating the names of establishments and period of contract from 2021 to date.

B. Liquidity

- The SERVICE PROVIDER must have a net financial contracting capacity to enter into a contract with FDA-VC/CTQAL.

- The SERVICE PROVIDER must show Net financial contracting capacity at least equal to the Approved Budget for the Contract (ABC) or Committed Line of Credit at least equal to 10% of ABC.
- C. Organizational Set-Up
- The SERVICE PROVIDER must be a duly licensed and registered service provider with the Department of Labor and Employment.
 - The SERVICE PROVIDER must be duly registered with Securities and Exchange Commission, Department of Trade and Industry, or Cooperative Development Authority.
 - The SERVICE PROVIDER must be duly registered with the Social Security System (SSS), Home Development Mutual Fund (PAGIBIG) and Philippine Health Insurance Corporation (PHILHEALTH).
 - The SERVICE PROVIDER must be duly registered with the Bureau of Internal Revenue.
 - The SERVICE PROVIDER must present an organizational structure showing the availability of competent manpower to perform janitorial services to the CLIENT.

III. WORK SCHEDULE

- A. Official Time
- The SERVICE PROVIDER must provide a janitorial force consisting of seven (7) janitorial personnel, one (1) of which will be designated as the Janitor Supervisor, who shall work from Monday to Saturday.
 - Janitors must follow an eight (8) hours duty from Monday to Saturday in shifting schedule as follows:
 - 7:00 AM to 12:00 NN and 1:00 PM to 4:00 PM (Monday to Friday)
 - 8:00 AM to 12:00 NN and 1:00 PM to 5:00 PM (Monday to Friday)
 - 6:00 AM to 11:00 AM and 12:00 NN to 3:00 PM (Saturdays)
- B. The SERVICE PROVIDER must provide a reliever/replacement for absent personnel to ensure the continuity of its services to the CLIENT at designate premises.
- C. The SERVICE PROVIDER must provide written notice three (3) days before their absence or in case of emergency at least two (2) hours before, to the Division/Office concerned whenever CLIENT- accredited janitor will be relieved/replaced.
- D. Sleeping and other violative acts while on duty is not allowed. The SERVICE PROVIDER must impose disciplinary action to its janitorial personnel caught while on his/her duty.

IV. WORKWEAR

- A. The SERVICE PROVIDER must provide proper uniforms or work wear and instruct janitorial personnel to wear the same while inside the premises on official time.
- B. The SERVICE PROVIDER must provide safety work clothing (or equivalent personal protective suit) while performing critical tasks with identified risk(s) to health and safety of personnel.

V. QUALIFICATIONS OF JANITORIAL PERSONNEL

- A. The SERVICE PROVIDER's personnel must undergo a prior screening by their Office and acceptance by CLIENT's Administrative Division Chief or Office Director. The Janitorial Personnel must have the following qualifications:
- Filipino Citizen (shown through the Birth Certificate);
 - High school graduate evidenced by a High School Diploma/Graduate for Janitors or Certification of highest educational attainment for college undergraduate
 - At least College level for Supervisor;
 - Of Legal Age;
 - Must be physically fit to work. Medical certificate /clearance from a government physician, as well as drug test results must be submitted;
 - Must be of good moral character, reputation courteous, alert and without any criminal or police record. Police and National Bureau of Investigation (NBI) clearances must be submitted.
- B. The selection pattern shall commence by submitting documentation as follows:
- Medical certificates – Mentally and physically fit including satisfactory drug test result;
 - Police and NBI clearances;
 - Personal Data Sheet/Resume with 1 x 1 picture;
 - Social Security Number (SSS) and photocopy of SSS membership card;
 - Residence Certificate;
 - Employment certificates (to those with experiences);
 - 2 x 2 picture.
- C. Duties and responsibilities of the assigned Janitorial Supervisor shall include but not limited to the following:
- Make rounds to check his/her subordinates, provides special cleaning instructions and/or assignment, and ascertain compliance with directives;
 - Conducts inspection to check cleanliness and orderliness of the premises, and informs his/her subordinate of corrections necessary;
 - Determines materials, supplies needed and timely informs the Property and Supply Section of the requirement;
 - Trains subordinates on proper cleaning methods, use of equipment, safety practice and work regulations.
- D. Duties and responsibilities of the assigned Janitorial personnel shall include but not limited to the following:
- Maintains the cleanliness and orderliness of the building and premises. This includes protection of properties from damage or destruction in connection with the janitorial activities rendered, preservation of confidentiality of CLIENT records, and proper collection and disposal of garbage;
 - Miscellaneous services to be performed whenever required i.e., logistical assistance during meetings and conferences; hauling of laboratory consumables, office furniture, fixtures and equipment; and other necessary errand works within and outside the CLIENT premises, as requested by CLIENTS's officials and personnel;

- E. One (1) janitorial personnel should be skilled in electrical works and one (1) in painting, masonry and plumbing for maintenance of the CLIENT's Office Building.

VI. SCOPE OF SERVICES

- The SERVICE PROVIDER must perform two (2) work sets of packages for the CLIENT.
- Package One (1) of work shall include BUILDING MAINTENANCE and Package two (2) shall include other GROUND MAINTENANCE.
- Both packages involve personnel supervision and procurement of equipment and supplies.
- The SERVICE PROVIDER must provide all materials, supplies and equipment stated in its bid. Usage of materials shall be accounted for and shall be in accordance with the schedule.
- Must provide assistance during transfer of office furniture/equipment within the premises.
- Must provide assistance on performing messengerial work and extra hour services during special occasions at FDA-VC/CTQAL.

A. Daily Routine for BUILDING MAINTENANCE (PACKAGE 1) of janitorial personnel to the CLIENT shall include the following:

- Sweeping, dusting and polishing the floors of all rooms, corridors, lobbies stairs and entrance to areas specified by the Client;
- Cleaning and wiping of all office tables, laboratory tables, glass tops, furniture and fixtures, window ledges, counters, doorknobs and glass partitions;
- Cleaning and sanitizing of comfort rooms, bath and kitchen sinks and counters and removal of stains from floors and other surfaces;
- Assist in disinfecting of specialized working area and all applicable equipment/instruments of the Laboratory following the Standard Procedure of the laboratory;
- Washing/cleaning of all laboratory glasswares and other laboratory resources;
- Fetching water and filling of containers in the comfort rooms during water service interruptions;
- Cleaning of driveways, parking spaces and surroundings of the building;
- Assist in the 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 potted plants.

B. Weekly Routine for BUILDING MAINTENANCE (PACKAGE 1) of janitorial personnel to the CLIENT shall include the following:

- Spot scrubbing, dirt stain removal and cleaning of rugs;
- Thorough cleaning, washing and scrubbing of all comfort rooms;
- Cleaning and polishing of inner surface of all window glasses, sun baffles, walls, counters, light diffusers, picture frames and wall hanging;
- Wash, scrub, vacuum cleaning, wash strip, re-wax and polish floors;

- Dusting and removal of cobwebs of all rooms.
- C. **Monthly Routine for BUILDING MAINTENANCE (PACKAGE 1)** of janitorial personnel to the CLIENT shall include the following:
- General polishing of outer surfaces of glass windows & doors;
 - Cleaning of ornamental plants and polishing of metal signs;
 - Cleaning of draperies and blinds;
 - Cleaning of gutters;
 - Thorough and general cleaning of all areas;
 - Thorough shampooing of all rugs/carpets.
- D. **Miscellaneous Routine for BUILDING MAINTENANCE (PACKAGE 1)** of janitorial personnel to the CLIENT shall include the following:
- Carrying, transporting to or moving of office furniture-equipment, supplies within the premises that may be assigned from time to time;
 - Report to the Administrative Division-Visayas Cluster the water leaks or any defective plumbing fixtures, electrical installations and broken or damaged furniture and fixtures that need immediate repair;
 - Messengerial work limited to delivery of documents provided that the supervisor/employee concerned shall be held responsible for the aforementioned task.
- E. **Daily Routine for GROUND MAINTENANCE (PACKAGE 2)** of janitorial personnel to the CLIENT shall include the following:
- Sweeping and cleaning of rubbish and leaves;
 - Emptying of trash cans, clearing/collection of refuse and dumping thereof at the designated dumping site;
 - Upkeep of ornamental plants, trees and other foliage.
- F. **WEEKLY Routine for GROUND MAINTENANCE (PACKAGE 2)** of janitorial personnel to the CLIENT shall include the following:
- Cutting and pulling of wild plants and grasses;
 - Trimming of ornamental plants;
 - Planting of ornamental plants that the Client may provide;
- G. **Monthly Routine for GROUND MAINTENANCE (PACKAGE 2)** of janitorial personnel shall include potholes filling with materials that the CLIENT provides.
- H. **Quarterly Routine for GROUND MAINTENANCE (PACKAGE 2)** of janitorial personnel to the CLIENT shall include the following:
- Cleaning of gutters to prevent water stagnation;
 - Putting fertilizers or spraying on plants with pesticides to be provided by the CLIENT.

VII. SUPPLIES, MATERIALS AND EQUIPMENT

The SERVICE PROVIDER must provide the following type and quantity of tools, supplies, materials and equipment, which must be of guaranteed high quality to ensure maximum cleaning results:

A. BUILDING AND MAINTENANCE REQUIREMENT (PACKAGE 1) – To be provided MONTHLY

ITEMS	QUANTITY/UNIT
1. Rags	100 pcs.
2. Liquid Wax	1 gal. (bi-annually)
3. Cleanser	1 kg.
4. Powder Soap	6 kgs.
5. Deodorizer	30 pcs.
6. Glass Cleaner	1 gal.
7. Toilet Bowl Cleaner	4 gals.
8. Scouring pad	10 pcs.
9. Garbage Bags-XL-20pcs-black 40pcs-green;40 pcs-yellow	100 pcs.
10. Garbage Bags (M)-30 pcs-black;40 pcs-green;30 pcs-yellow	100 pcs.
11. Metal Polish	1 big can
12. Toilet Papers	50 rolls
13. Liquid Soap	2 gals.
14. Liquid Soap Dispenser	2 pcs. /semi-annually
15. Ethyl Alcohol 70% (Disinfectant)	3 gals.
16. Ethyl Alcohol Spray Dispenser (at least 500 ml)	12 pcs.
17. Dishwashing Liquid	1 gal.
18. Bleaching Solution (Zonrox)	1 gal.
19. Disinfectant Spray (400 g)	4 pcs.

Note: Garbage Bags of different colors if possible for Garbage Segregation.

B. BUILDING AND MAINTENANCE REQUIREMENT (PACKAGE 1) – To be replenished QUARTERLY (or as needed)

ITEMS	QUANTITY/UNIT
1. Soft Broom	4 pcs.
2. Stick Broom	4 pcs.
3. Dust Pan	3 pcs. or as needed
4. Mop Handle	7 pcs or as needed
5. Mop Head	8 pcs.
6. Toilet Brush	2 pcs.
7. Push Brush	4 pcs.
8. Ceiling Broom	2 pcs.
9. Pail (4 Gal. capacity)	4 pcs.
10. Rubber Gloves	7 pcs.
11. Mask	7 pcs.
12. Rubber boots	3 pairs or as needed
13. Plastic Trash bins (heavy duty), 10 L capacity	2 pcs.

C. BUILDING AND MAINTENANCE REQUIREMENT (PACKAGE 1) – To be provided FREE OF CHARGE

ITEMS	QUANTITY/UNIT
1. Spray Gun	7 pcs.
2. Glass Wiper	4 pcs.
3. Absorbent Big Rugs	12 pcs.
4. Big Tissue Holders	6 pcs.
5. Floor Polisher	2 units
6. Vacuum Cleaner	2 units
7. Outdoor Trash Bins, 240 L (red, yellow, black, green, blue)	5 units (1 for each color)

D. GROUND MAINTENANCE REQUIREMENT (PACKAGE 2) – SERVICE PROVIDER shall at least provide the following:

Items	Quantity/Unit
1. Wheelbarrow	2 units
2. Garden Hose	2 pcs. (100m. in length)
3. Rake	2 pcs.
4. Shovel	3 pcs.
5. Trowel	3 pcs.
6. Ladder	1 unit
7. Floor Polisher (Heavy Duty)	2 units
8. Grass Cutter	1 unit *Gasoline will be provided by the Supplier
9. Vacuum Cleaner	2 units

Note: The Service Provider must hold the FDA-VC/CTQAL free from any liability arising from loss or damage of such materials and equipment. Appropriate internal control on inventory management shall be implemented by the Service Provider and shall be audited by FDA-VC/CTQAL authorized representative/s.

VIII. OTHER MATTERS

- A. Furnishing of Bond-The Service provider shall furnish to the FDA-VC/CTQAL with a valid and sufficient Performance Bond in accordance with the rules set forth under Government Procurement Reform Act (R.A No. 9184) and its 2016 Implementing Rules and Regulations (IRR).
- B. Wage and Mandated Benefit Increase-Should there be any wage or mandated benefit (i.e., SSS, PAG-IBIG and PHILHEALTH) increase in favor of the assigned janitorial personnel subsequent to the execution of the Contract pursuant to a Law, Executive Order, Decree or Wage Order, the Service Provider must inform the FDA-VC/CTQAL in writing of the wage increase to allow the latter to undertake the appropriate measures to address the same before its implementation, subject to the

accounting and auditing rules and regulations and upon showing actual payment made to their employees.

- C. Employer-Employee Relationship – It is expressly understood that no employee-employer relationship exists between the parties of their employees, representatives and agents. The FDA-VC/CTQAL shall not be responsible for any claims for general injury, including death sustained by the janitorial personnel or any third person arising out of or in the course of the performance of the functions of the janitors pursuant to this contract.
- D. Liability for Losses and Damages - The Service Provider shall be responsible for any loss or damage that may be incurred by its janitorial personnel. The FDA-VC/CTQAL may suspend or withhold whatever contract payments may be due the Service Provider should they fail to pay such losses or damages within fifteen (15) days from the date of notice, or until such loss or damage shall have been duly paid, restituted or repaired by the Service Provider, or go after the Performance Bond set forth in this Contract Agreement. Likewise, the FDA-VC/CTQAL has the option to demand payment for the replacement value of the lost properties, or its replacement by another at least substantially in the same condition as the former.
- E. Compliance with the FDA Rules and Regulations - The Service Provider shall maintain effective discipline and full control and supervision over the janitorial personnel assigned under this Contract Agreement, as well as the manner of performance of their duties. However, the Service Provider binds itself to cause the implementation and enforcement of any and all rules, regulations or directives that FDA-VC/CTQAL may issue concerning the conduct of said janitorial personnel.
- F. The SERVICE PROVIDER must maintain a Very Satisfactory level of performance throughout the term of the contract based on a prescribed set of performance criteria.
- G. The performance criteria to be applied shall include the following:
 - Quality of service delivered
 - Time management
 - Management and suitability of personnel
 - Contract administration and management
 - Provision of regular progress reports
- H. Should any portion of this agreement be declared void such portion shall not affect the other provisions of the contract.

IX. TERMS OF PAYMENT

Payment shall be made on a monthly basis for twelve (12) months subject to submission of billing statement and other supporting documents by the Service Provider. Services shall only be billed based on the actual services received by CLIENT, hence, may be computed by a fraction of a month.

X. PERIOD OF CONTRACT

- The Contract of Service shall be for a period of **one (1) year** and may be renewed up to **three (3) years** subject to the evaluation and recommendation and upon mutual written consent of the contracting parties.
- Extension of Contract is subject to the provisions of R.A. No. 9184 and its 2016 IRR. The extended term shall automatically terminate upon effectivity of a new contract.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE TO COMPLY WITH ALL REQUIREMENTS STATED IN THE TERMS OF REFERENCE.

Name: _____

Designation: _____

Company Name: _____

Date: _____

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

- (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (f) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (i) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.
- (j) Additional documents relevant to the Project as specified under Section III. Bid Data Sheet.
 - a. Proof of Payments/Official Receipts for payment of contributions, for the following, from July 2021 to December 2021:

- Social Security System
 - PhilHealth
 - Pag-IBIG/HDMF
- b. Department of Labor and Employment (DOLE) Registration Certificate; and
- c. Client/Customer Feedback Form, with at least **Very Satisfactory** in rating, from at least on (1) government agency or private corporation, with whom the janitorial service provider has a past or ongoing contract for **three (3) years**. The bidder, however, may submit Client/Customer Feedback Forms from multiple clients as long as the aggregate period of the past or ongoing contracts is not less than **three (3) years**.

Financial Documents

- (k) 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**
- (l) 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

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

II. FINANCIAL COMPONENT ENVELOPE

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

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

- 19.2. [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.
- 19.3. Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

