## Negotiated Procurement After Two Failed Biddings

# PROCUREMENT OF JANITORIAL SERVICES FOR THE PHILIPPINE STATISTICS AUTHORITY-X (PSA-X) FIELD OFFICES

Government of the Republic of the Philippines

PHILIPPINE STATISTICS AUTHORITY Regional Statistical Services Office X

RFQ NO. 038\_\_\_\_



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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.



## Invitation to Participate in the Negotiated Procurement After Two Failed Biddings of the Procurement of Janitorial Services for the Philippine Statistics AuthorityX (PSA-X) Field Offices

#### **RFQ NO. 038**

1. The *Philippine Statistics Authority – Regional Statistical Services Office X*, through the *General Appropriations Act FY 2025* intends to apply the various amounts as stated in the following table being the ABC to payments under the contract for each lot. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.

LOT	DESCRIPTION	APPROVED BUDGET FOR THE CONTRACT (ABC)
1	Janitorial Services for the Regional Statistical Services Office X (Cagayan de Oro City)  01 April 2025 to 31 December 2025	Two Hundred Five Thousand Two Hundred Thirty Eight Pesos and 30/100 Only (PhP205, 238.30)
2	Janitorial Services for the Province of Bukidnon (Malaybalay City) 01 April 2025 to 31 December 2025	Two Hundred Five Thousand Two Hundred Thirty Eight Pesos and 30/100 Only (PhP205, 238.30)
3	Janitorial Services for the Province of Camiguin (Mambajao)  01 April 2025 to 31 December 2025	One Hundred Ninety Nine Thousand One Hundred Seventy Four Pesos and 25/100 Only (PhP199,174.25)
4	Janitorial Services for the Province of Lanao del Norte (Iligan City)  01 April 2025 to 31 December 2025	Two Hundred Five Thousand Two Hundred Thirty Eight Pesos and 30/100 Only (PhP205, 238.30)
5	Janitorial Services for the Province of Misamis Occidental (Ozamiz City) 01 April 2025 to 31 December 2025	Two Hundred Five Thousand Two Hundred Thirty Eight Pesos and 30/100 Only (PhP205, 238.30)

6	Janitorial Services for the Province of Misamis Oriental (Cagayan de Oro City)	Two Hundred Five Thousand Two Hundred Thirty Eight Pesos and 30/100 Only (PhP205, 238.30)
	01 April 2025 to 31 December 2025	
	Sum of ABC of all Lots	One Million Two Hundred Twenty- Five Thousand Three Hundred Sixty- Five Pesos and 75/100 Only
		(PhP 1,225,365.75)

- 2. The *PSA RSSO X* now invites bids for the above Procurement Project. Delivery of the services is required as indicated in Section VI Schedule of Requirements. 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. The Procurement procedure for this requirement is Negotiated Procurement for Two Failed Bidding pursuant to Section 53.1 of 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

- 4. Prospective Bidders may obtain further information from *PSA-RSSO X* and inspect the Bidding Documents at the address given below from Monday-Friday at 8:00 AM 5:00 PM.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on *18 March 2025* from the given address and website(s) below:

Limketkai Module-2 BPO and Cyberpark Bldg. Rosario Crescent, Limketkai Center Brgy 31, Cagayan de Oro City http://rsso10.psa.gov.ph/procurement The Bidding Documents can also be downloaded from PSA-X website at https://rsso10.psa.gov.ph/procurement.

- 6. The *PSA-RSSO X* will hold a Negotiation Meeting through a hybrid set-up on *19 March* 2025, 9:00AM via meet.google.com/smj-aeuq-wrb at the PSA-RSSO X Conference Room of the above-mentioned address. The PSA-RSSO X can accommodate a maximum of **two** representatives per prospect bidder to participate.
- 7. Bids must be duly received by the **BAC Secretariat** through manual submission at the office address indicated above on or before *24 March 2025*, *12 noon*. 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 March 2025, 8:00AM at the above-mentioned address.
- 10. The *PSA-RSSO X* 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:

Ms. Genelyn B. Laspobres
Head, Secretariat
Regional Office Bids and Awards Committee
PSA-Regional Statistical Services Office X
Limketkai Module-2 BPO & Cyberpark Building,
Rosario Crescent, Brgy 31, Cagayan de Oro City

Telephone Number: (088) 291-1672 Mobile Number: 09178219152

Email address: <a href="mailto:rsso10bac@psa.gov.ph">rsso10bac@psa.gov.ph</a>
Website: <a href="mailto:http://rsso10.psa.gov.ph">http://rsso10.psa.gov.ph</a>

12. You may visit <a href="http://rsso10.psa.gov.ph/procurement">http://rsso10.psa.gov.ph/procurement</a> to download the Bidding Documents.

18 March 2025

JOSE B. TUASON, JR. CPA

Chairperson, Regional Office 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, *Philippine Statistics Authority - Regional Statistical Services Office X*, wishes to receive Bids for the *Procurement of Janitorial Services for FY 2025*, with identification number *PB No. 2025-01*.

The Procurement Project (referred to herein as "Project") is composed of six (6) lots, the details of which are described in Section VII (Technical Specifications).

#### 2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for *Fiscal Year* 2025 in the amount of *One Million Two Hundred Twenty Five Thousand Three Hundred Sixty Five Pesos and* 75/100 Only (*PhP* 1,225,365.75).
- 2.2. The source of funding is the 2025 General Appropriations Act.

#### 3. Bidding Requirements

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

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

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

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

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

#### 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.

- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to 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 Procuring Entity has prescribed that **subcontracting** is **not** allowed.

#### 8. Negotiation Meeting

The Procuring Entity will hold a Negotiation Meeting for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

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

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

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

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII** (Checklist of Technical and Financial **Documents**).
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *three* (3) *years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be

authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

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

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

#### 12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, exwarehouse, 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:
  - a. Philippine Pesos.

#### 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> 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 *17 June 2025*. 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**.

<sup>&</sup>lt;sup>1</sup> 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. Domestic Preference

17.1. 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.

#### 18. Detailed Evaluation and Comparison of Bids

- 18.1. 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.
- 18.2. The Project shall be awarded as follows:

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

18.3. 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.

#### 19. Signing of the Contract

19.1. 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:

Information that specifies and complements provisions of the ITB must be incorporated.

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:			
	a. C	ontract providing Janitorial Service	es.	
		ompleted within three years prior to ad receipt of bids.	the deadline for the submission	
7.1	Subcontro	acting is not allowed.		
10.2	The SLCO March 20	C must have been completed within 025.	the period 21 March 2022 to 20	
12	-	of the Goods shall be quoted DDP e International Commercial Terms (		
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:  a. if bid security is in cash, cashier's/manager's check, ban draft/guarantee or irrevocable letter of credit;			
	Lot Description Bid Security in Peso (2% of the ABC)			
	1	Janitorial Services for the Regional Statistical Services Office X (Cagayan de Oro City)	Four Thousand One Hundred Four Pesos and 77/100 Only (PhP4,104.77)	
Janitorial Services for the Province of Bukidnon (Malaybalay City)			Four Thousand One Hundred Four Pesos and 77/100 Only (PhP4,104.77)	
	3	Janitorial Services for the Province of Camiguin (Mambajao)	Three Thousand Nine Hundred Eighty Three Pesos and 49/100 Only (PhP3,983.49)	
	4	Janitorial Services for the Province of Lanao del Norte (Iligan City)	Four Thousand One Hundred Four Pesos and 77/100 Only (PhP4,104.77)	
	5	Janitorial Services for the Province of Misamis Occidental (Ozamiz City)	Four Thousand One Hundred Four Pesos and 77/100 Only (PhP4,104.77)	

Janitorial Services for the Province of Misamis Oriental (Cagayan de Oro City)

Four Thousand One Hundred Four Pesos and 77/100 Only (PhP4,104.77)

Or

b. if bid security is in Surety Bond.

Lot No.	Description	Bid Security in Pesos (5% of the ABC)	
1	Janitorial Services for the Regional Statistical Services Office X (Cagayan de Oro City)	Ten Thousand Two Hundred Sixty One Pesos and 92/100 Only (PhP10,261.92)	
2	Janitorial Services for the Province of Bukidnon (Malaybalay City)	Ten Thousand Two Hundred Sixty One Pesos and 92/100 Only (PhP10,261.92)	
3	Janitorial Services for the Province of Camiguin (Mambajao)	Nine Thousand Nine Hundred Fifty Eight Pesos and 71/100 Only (PhP9,958.71)	
4	Janitorial Services for the Province of Lanao del Norte (Iligan City)	Ten Thousand Two Hundred Sixty One Pesos and 92/100 Only (PhP10,261.92)	
5	Janitorial Services for the Province of Misamis Occidental (Ozamiz City)	Ten Thousand Two Hundred Sixty One Pesos and 92/100 Only (PhP10,261.92)	
6	Janitorial Services for the Province of Misamis Oriental (Cagayan de Oro City)	Ten Thousand Two Hundred Sixty One Pesos and 92/100 Only (PhP10,261.92)	

Each Bidder shall submit one envelope containing two sub-envelopes bearing the original copies of the first and second components of its Bid. The sub-envelopes must also be duly marked "TECHNICAL COMPONENT" and "FINANCIAL COMPONENT".

19.3 Partial bid is allowed.

The following are the lots with its corresponding title, items, quantities and ABC:

Lot No.	Description	Quantity	ABC
1	Janitorial Services for the Regional Statistical Services Office X (Cagayan de Oro City)	1	Two Hundred Five Thousand Two Hundred Thirty Eight Pesos and 30/100 Only (PhP205, 238.30)
2	Janitorial Services for the Province of Bukidnon (Malaybalay City)	1	Two Hundred Five Thousand Two Hundred Thirty Eight Pesos and 30/100 Only (PhP205, 238.30)
3	Janitorial Services for the Province of Camiguin (Mambajao)		One Hundred Ninety Nine Thousand One Hundred Seventy Four Pesos and 25/100 Only (PhP199,174.25)
4	Janitorial Services for the Province of Lanao del Norte (Iligan City)	1	Two Hundred Five Thousand Two Hundred Thirty Eight Pesos and 30/100 Only (PhP205, 238.30)
5	Janitorial Services for the Province of Misamis Occidental (Ozamiz City)		Two Hundred Five Thousand Two Hundred Thirty Eight Pesos and 30/100 Only (PhP205, 238.30)
6	Janitorial Services for the Province of Misamis Oriental (Cagayan de Oro City)	2	Two Hundred Five Thousand Two Hundred Thirty Eight Pesos and 30/100 Only (PhP205, 238.30)

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**.

The following are the additional requirements during post-qualification process:

- The Service Agency must be duly registered with DOLE under Department Order No. 174, series of 2017.
- The Service Agency should have been exercising Fair Labor Practice, that
  is, salaries of personnel are according to the prescribed rates and labor
  policies and employees are provided with the mandatory social security
  benefits.

	<ol> <li>DOLE certificate of no pending case</li> <li>SSS Certificate of Good Standing and Certificate of Good Contribution</li> <li>PhilHealth certificate of good standing</li> <li>PAG-IBIG clearance</li> </ol>
21.1	Contract shall be signed by the winning bidder within ten calendar days from receipt of the Notice of Award.

## 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. 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

#### 3. 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:

Information that complements provisions of the GCC must be incorporated.

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	Delivery and Documents –
	The delivery of services under the terms applicable to this Contract are to be made at the project sites of <i>PHILIPPINE STATISTICS AUTHORITY X Regional and Provincial Offices</i> , not to exceed (1) day from the exact time specified in the Notice to Proceed to the winning bidder.
	The Services to be provided under the Contract shall include the following Terms of Reference.
	Provision of Janitorial Services
	❖ The Service Agency shall provide the PSA with a complement of six (6) personnel who are healthy, professionally trained and carefully selected, and processing adequate police and NBI clearances, medical and health certificates.
	❖ The Service Agency shall render, undertake, and perform janitorial and other allied services, on a daily basis from 7AM to 6PM, for and at the premises used by and under the responsibility of the PSA RSSO X and its Provincial Statistical Offices with the corresponding personnel deployment.
	Scope of Work
	❖ The Service Agency shall comply with the scope and frequency of work by type of activity listed in Section VII (Technical Specifications).
	• The Service Agency shall comply with GPPB NPM No. 03- 2012 <sup>2</sup> and GPPB NPM 141-2014 <sup>3</sup> .
	• No deduction from the salary shall be effected for insurance premiums, bond for breakage, payment for damages to tools and equipment due to ordinary wear and tear or unforeseen events (unless there is negligence), penalty for tardiness or absences (in addition to proportionate deductions therefore), or payment for any training whether in-house or TESDA Accredited. The Service Agency shall not collect any placement or other fees from its employees which do not have any legal basis. Any fee collected which is not explicitly included in the Special Conditions of the Contract shall be reported to and shall have prior approval with the PSA.

- Pay slip which contains the amount of wages earned and the details of corresponding deductions shall be issued to the personnel at the time of payment of salaries.
- The Service Agency shall comply with all existing labor laws, including minimum wage, 13<sup>th</sup> month pay, service incentive leaves with pay, SSS/ECC/PhilHealth/PAG-IBIG premium contributions and other mandatory benefits as prescribed by law for all its employees assigned to PSA.
- The Service Agency shall be liable for all losses and/or damages to PSA properties caused by or arising out of the performance of janitorial services through negligence, dishonesty, inefficiency, and/or such other faults of its employees including those which shall be suffered by the PSA and PSA employees housed within the PSA premises.

It is expressly understood, however, that the Service Agency shall not be liable for losses and/or damages incurred by the PSA due to fortuitous events except when the Service Agency employees commit acts inimical to the PSA during fortuitous events. Accordingly, the PSA shall not be responsible for any and all claims for personal injury or damage, including death, caused either to any of the janitors or any third person where such injury or death arises out of or in the course of, the lawful performance of janitorial functions of said janitors.

It must be stressed, however, that it is the responsibility of the Service Agency to closely supervise, coordinate, control, and monitor the discharge of the duties of the janitors in accordance with the Scope of Work stated in **Section VII** (Technical Specifications).

- The Service Agency and its employees assigned to the PSA shall not, during the existence of its services or anytime thereafter, disclose to any person or entity any information concerning the affairs of the PSA which the agency may have acquired by reason of its services.
- The Service Agency shall cooperate and strictly adhere to the PSA's COVID-19 prevention protocol. In the event that any of its employees has to undergo self-quarantine or treatment due to COVID-19 or other infectious diseases, the Service Agency shall ensure continuity of janitorial services by providing a sufficient pool of relievers or substitutes.

The Service Agency shall provide relievers and/or replacement at all times in case of absence of its personnel.

• The Service Agency shall conform to the operating policies and procedures of the PSA.

- The Service Agency agrees to undertake the availability of its services and personnel in the event that there is a need to transfer or to relocate the assigned areas or offices. Any incidental expenses that may be incurred in view of such transfer or relocation shall be on the account of the contractor and without additional cost to the PSA.
- Overtime work rendered by janitors during special occasions such as major office activities, anniversaries, and other special events shall be subject to prior authorization by the concerned Head of Office and availability of funds.
- Each of the Service Agency's personnel shall personally punch-in and out his/her daily time card to enter his/her true and correct time entries in the logbook of the daily attendance of such personnel which shall be kept by the security officer at the PSA. The absences and undertime to be incurred by any of the personnel shall be deducted from the monthly payment of services rendered pursuant to the provisions of Section VII (Technical Specifications) directly in proportion to the agreed contract rate.
- The PSA shall not be liable for personal obligations or indebtedness of the janitors assigned to its premises.
- The Service Agency shall provide its personnel with adequate uniform and appropriate identification cards and personal protective equipment such as face masks, that shall be worn at all times within the PSA premises.
- There shall be no employee-employer relationship between the PSA and the Service Agency as well as with the persons whom the Service Agency may assign to perform the services subject of the contract. It is understood and agreed that the persons to be assigned to PSA shall remain employees of the Service Agency. As such, the Service Agency warrants that it shall fully and faithfully comply with all laws, rules, and regulations pertaining to employment of labor.

The Service Agency hereby warrants and holds PSA from any liability arising out of any accident that may befall the Service Agency's employees while performing their duties at the PSA premises.

 The monthly salary which is to be paid to each janitor per the Service Agency's cost breakdown be strictly carried out and without deduction or qualifications, except for absences and undertime.

- The Service Agency shall provide the list of employees to be deployed with their corresponding area of assignment, with their biodata with latest picture, training certificate, and required clearance upon signing of Contract.
- The Service Agency shall comply with all other terms and conditions incorporated in the contract particularly in the General and Special Conditions of the Contract.

#### CONTRACT DURATION:

 Contract duration is good for nine months, commencing on 01 April 2025 and expiring on 31 December 2025.

#### DISCIPLINARY ACTION/TERMINATION OF CONTRACT:

- 1. The PSA reserves the right to demand for replacement of any personnel of the service agency who shall be found lacking in discipline, inefficient, or negligent in the performance of duty.
- 2. The PSA shall have the right to automatically terminate the contract in case any of its stipulations and covenants are violated by the Service Agency upon notice of the latter.
- 3. The PSA shall be entitled to damages as may be granted and/or awarded to it in the courts of law, and shall have the right to unilaterally renegotiate and/or award the unfinished services to another Service Agency in accordance with the Revised IRR of RA 9184 and related Government Procurement Policy Board issuances.

#### PROHIBITION AGAINST SUBCONTRACTING:

The contract or any portion thereof shall not be assigned nor transferred to any other party without the written consent of the PSA. The Service Agency is further prohibited from subcontracting any obligation of the contract to any other party.

#### FORCE MAJEURE:

In case of delay of services due to force majeure or caused beyond control of the Service Agency, it may submit a request for extension of time provided the same is made before the contract expires and provided further that the effectivity of the performance bond shall be correspondingly extended if the contract shall be extended.

2	Advance Payment and Terms of Payment		
	<ul> <li>The PSA shall pay the Service Agency not later than the 30<sup>th</sup> or last calendar day of the following month based on the Statement of Account which should be submitted to the PSA not later than 21<sup>st</sup> of each month for the duration of the contract.</li> <li>No escalation of rates is allowed for the duration of the contract, except when required by law. Should there be any law passed increasing the minimum wage or requiring additional compensation in any form, such adjustments shall be allowed and rates shall be automatically adjusted. </li> <li>Payments to be made by PSA shall be contained in the Statement of Account accompanied by the following documents: <ul> <li>a. Daily time record of the personnel (evidence of actual rendition of services);</li> <li>b. Proof of the remittances made; and</li> <li>c. Copy of the payroll duly signed by the employees evidencing payment of salaries made.</li> </ul> </li> <li>Payment shall be suspended in case of incomplete attachment.</li> </ul>		
3	PSA-X will conduct daily inspection and quarterly evaluation of services rendered.		

## 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.

Lot	<b>Description</b>	Quantity	Place of Delivery / Period of Delivery
1 – RSSO X	Nine (9) months supply of janitorial services for six (6) days' work, rendering at least ten (10) hours duty daily.		3 <sup>rd</sup> Floor Limketkai Module 2, BPO & Cyberpark Bldg, Rosario Crescent, Limketkai Center, Cagayan de Oro City, Misamis Oriental 9000
	Shifts Schedule:		
	7:00AM – 6:00PM (1)		April 1, 2025 to December 31, 2025
2 – BUKIDNON	Nine (9) months supply of janitorial services for six (6) days' work, rendering at least ten (10) hours duty daily.	1	2nd Floor Ramos Bldg., Purok 2, Landing, Barangay Casisang, Malaybalay City, Bukidnon 8700
	Shifts Schedule:		April 1, 2025 to December
	7:00AM – 6:00PM (1)		31, 2025

3 – CAMIGUIN	Nine (9) months supply of janitorial services for six (6) days' work, rendering at least ten (10) hours duty daily.	1	E&I Building, Purok 6, Yumbing, Mambajao, Camiguin Province 9100
	Shifts Schedule: 7:00AM – 6:00PM (1)		April 1, 2025 to December 31, 2025

4 – LANAO DEL NORTE	Nine (9) months supply of janitorial services for six (6) days' work, rendering at least ten (10) hours duty daily.	1	Barnuevo Building, Badelles St. Extension, Pala-o, Iligan City, Lanao del Norte 9200
	Shifts Schedule: 7:00AM – 6:00PM (1)		April 1, 2025 to December 31, 2025
5 – MISAMIS OCCIDENTAL	Nine (9) months supply of janitorial services for six (6) days' work, rendering at least ten (10) hours duty daily.		G/F Gaisano Southwing, Port Road, Ozamis City, Misamis Occidental 7200
	Shifts Schedule: 7:00AM – 6:00PM (1)		April 1, 2025 to December 31, 2025

6 – MISAMIS ORIENTAL	Nine (9) months supply of security services for six (6) days' work, rendering at least ten (10) hours duty daily.	1	3 <sup>rd</sup> Floor Limketkai Module 2 BPO & Cyberpark Bldg, Rosario Crescent, Limketkai Center, Cagayan de Oro City, Misamis Oriental 9000
	Shifts Schedule:		April 1, 2025 to December 31, 2025
	7:00AM – 6:00PM (1)		

The number of janitors may be increased or decreased as the need arises upon mutual agreement by the PSA-RSSO X and AGENCY.

## 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.

In case of Renewal of Regular and Recurring Services, the Procuring Entity must indicate here the technical requirements for the service provider, which must include the set criteria in the conduct of its performance evaluation.

## **Technical Specifications**

## (SUPPORTED WITH THE SUBMISSION OF COMPANY PROFILE)

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.

	Specification		Statement of Compliance	Remarks (if any)		
1	Provision of 6 janitorial personnel, as follows:					
	Place of Assignment	No. of Personnel				
	PSA RSSO X	1				
	PSA Bukidnon	1				
	PSA Camiguin	1				
	PSA Lanao del Norte	1				
	PSA Misamis Occidental	1				
	PSA Misamis Oriental	1				
2	Required to report in PSA-X Field Offices for 10 hours per day (inclusive of 2 hrs Overtime), 6 days per week from 01 April – 31 December 2025.					
3	The number of janitors may be increased or decreased depending upon the exigencies of the service or the needs of the janitorial services as may be determined by PSA based on the rates as shown in the Approved Budget for the Contract through a written request of the HoPE.					
4	SCOPE OF WORK:					
·	4A. Daily Routine Operat	ions				
-		g, and polishin curs, including t elevator cards,	he main lobby, and comfort			
•	4A. Daily Routine Operate Sweeping, mopping, scrubbin Areas where heavy traffic occentrance ways, waiting areas, rooms shall be serviced contin	g, and polishing turs, including televator cards, nuously during d frequently hasuch as telephore	the main lobby, and comfort hours of public ndled and ne, door handle			
	4A. Daily Routine Operate  Sweeping, mopping, scrubbin Areas where heavy traffic occupants areas, rooms shall be serviced continuse to guarantee cleanliness.  Disinfection of work areas an touched objects and surfaces sor doorknob, countertops, swi	g, and polishing turs, including the elevator cards, nuously during the frequently has such as telepholitches, and table ting of all glass to	the main lobby, and comfort hours of public and ne, door handle es with tops, glass			
	4A. Daily Routine Operate Sweeping, mopping, scrubbin Areas where heavy traffic occentrance ways, waiting areas, rooms shall be serviced continuse to guarantee cleanliness. Disinfection of work areas an touched objects and surfaces or doorknob, countertops, swidisinfectant solution. Dusting, polishing, and cleaning	g, and polishing turs, including to elevator cards, nuously during d frequently has uch as telephonatches, and table and of all glass to ich require dail	the main lobby, and comfort hours of public and ne, door handle es with tops, glass y attention.			

Clea	uning and sanitizing of comfort rooms, bath,		
	tories and removal of stains or spot from the floors,		
	s, and other surfaces.		
	lling soap dispensers and soap dishes, toilet paper,		
	es down stalls, and replace air fresheners whenever		
_	ssary.		
	are that installed air purifiers are switched on during		
	e hours.		
_	tying and cleaning of trash bins and proper trash		
dispo	osal.		
Wasł	hing of cups, saucers, spoons, forks, and other utensils		
	during office activities.		
ивса	during office activities.		
	cking of water faucets and lights ensure they are turned		
	whatever not in use.		
	oval of fingermarks on the frequently used surfaces		
when	never and wherever necessary.		
Perfo	orm other related services necessary to maintain the		
	nliness, orderliness and safety in the office premises.		
	initioss, orderiniess and sarety in the office premises.		
4B. V	Weekly Routine Operations		
	- '		
<b>C1</b>			
	ning and polishing of all office furniture and fixtures,		
	tters, refrigerators, oven, electric fans, etc., excluding		
	pment that require specialized maintenance. Furniture		
	fixtures showing signs of soil due to any cause will be		
	ned and cleaned.		
Remo	oval of cobwebs inside the premises.		
Main	ntenance and upkeep of plotted plants.		
Mani	iteliance and upacep of piotica plants.		
Spot	scrubbing dirt, stains removal and cleaning of carpets		
	rugs, window ledges.		
4C. N	Miscellaneous Services		
A agic	stores in the undertaking of pagessory repairs or		
	stance in the undertaking of necessary repairs or		
renov	vation.		
Servi	ing meals and other related tasks during meetings and		
	ing of PSA.		
li aiiii	ing of FSA.		
Haul	ing of office furniture and equipment.		
<u> </u>			
Repo	ort of needed repairs such as leaking pipes and faucets.		

Performing miscellaneous errands as may be required by the office.	

5	MINIMUM QUALIFICATION STANDARDS OF JANI	TORS	
	Filipino citizen		
	At least 18 years old and above		
	Must be able to read and write; Punctual, honest/reliable and hardworking.		
	At least high school graduate		
	Must be physically fit to perform janitorial tasks, including hauling of office furniture, equipment, supplies and materials as evidenced by a certificate issued by a government medical professional.		
	With at least two years of work experience in an office setting or with training on proper janitorial/housekeeping, cleaning, and use of janitorial supplies, tools, and equipment.		
	With medical clearance (including drug test), NBI and police clearance		
5	Cleaning and polishing of all office furniture and fixtures, counters, refrigerators, oven, electric fans, etc., excluding equipment that require specialized maintenance. Furniture and fixtures showing signs of soil due to any cause will be washed and cleaned.		
	Removal of cobwebs inside the premises.		
	Maintenance and upkeep of plotted plants.		
	Spot scrubbing dirt, stains removal and cleaning of carpets and rugs, window ledges.		
	4C. Miscellaneous Services		
	Assistance in the undertaking of necessary repairs or renovation.		
	Serving meals and other related tasks during meetings and training of PSA.		_
	Hauling of office furniture and equipment.		

	Report of needed repairs such as leaking pipes and faucets.		
	Performing miscellaneous errands as may be required by the office.		
5	MINIMUM QUALIFICATION STANDARDS OF JANI	TORS	
	Filipino citizen		
	At least 18 years old and above		
	Must be able to read and write; Punctual, honest/reliable and hardworking.		
	At least high school graduate		
	Must be physically fit to perform janitorial tasks, including hauling of office furniture, equipment, supplies and materials as evidenced by a certificate issued by a government medical professional.		
	With at least two years of work experience in an office setting or with training on proper janitorial/housekeeping, cleaning, and use of janitorial supplies, tools, and equipment.		
	With medical clearance (including drug test), NBI and police clearance		
6	OTHER REQUIREMENTS OF THE SERVICE AGENO	CY	
	The Service Agency must be registered with DOLE under Department Order No. 174, series of 2017.		
	The Service Agency shall have at least three years continuous experience with an office within the last five years within the region.  Provide copies of contracts of service within the prescribed period.		
	The Service Agency shall submit its detailed organizational chart which should indicate an established Organizational Structure to show its capability to undertake the project; clearly identified lines of authority and responsibility.		
	The Service Agency shall submit a certificate of employment or job contract of all its employees.		
	The Service Agency shall submit a Certificate of Undertaking that all personnel have undergone and continue to undergo regular and periodic training and orientations in efficient and effective janitorial services to continuously improve the performance of their duties and responsibilities.		
	All personnel are provided with identification cards, uniform, and personal protective equipment (PPE) such as face masks, alcohol, etc.		

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

Name of Company/Bidder

Date Signed

Name and Signature of Authorized Representative

Date Signed

## Section VIII. Checklist of Technical and Financial Documents

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

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

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

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 Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR; Technical Documents 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 Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the (c) 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 Original copy of Bid Security. If in the form of a Surety Bond, submit also a (d) certification issued by the Insurance Commission or Original copy of Notarized Bid Securing Declaration; and Conformity with Technical Specifications, which (e) production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; and Original duly signed Omnibus Sworn Statement (OSS) and if applicable, Original (f) 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 The prospective bidder's computation of Net Financial Contracting Capacity (g)(NFCC) or A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation. Class "B" Documents If applicable, a duly signed joint venture agreement (JVA) in case the joint venture (h) 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.

	<ul> <li>II. FINANCIAL COMPONENT ENVELOPE</li> <li>(i) Original of duly signed and accomplished Financial Bid Form; and</li> <li>(j) Original of duly signed and accomplished Price Schedule(s).</li> </ul>
 <u>r doc</u> (k)	[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
(1)	Certification from the DTI if the Bidder claims preference as a Domestic Bidder of Domestic Entity.

## **Notes on the Document Templates**

For uniformity of forms used by the prospect bidders, the PSA-X ROBAC prepared form templates which can be download from the given link: https://tinyurl.com/yc3efnrj

These templates include the following:

NFCC Computation
Omnibus Sworn Statement
Bid Securing Declaration Form
Price Schedule
Bid Form for the Procurement of Goods
List of all Ongoing Government and Private Contracts
Statement of Single Largest Completed Contract (SLCC)

## Section IX. Document Templates

Project ID : Negotiated Procurement After Two Failed Biddings RFQ No.\_\_\_\_

Project Name : Procurement of Janitorial Services for 01 April 2025 to 31 December 2025

Location of the Project: RSSO and Provinces in Region X

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### - NFCC COMPUTATION

A. Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

		Year 20
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
	Net Working Capital (2-4)	
6.		

B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC= [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements (AFS) submitted to the BIR.

## The Bidder shall attach the AFS to the NFCC Computation for Eligibility Check Form.

NFCC=P	
Submitted by:	
Name of Supplier/Distributor/Manufacturer	
Signature of Authorized Representative	
Date:	

### **Omnibus Sworn Statement (Revised)**

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES	)		
CITY/MUNICIPALITY OF	) 9	S.S	

#### **AFFIDAVIT**

- I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:
- 1. [Select one, delete the other:]

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. [Select one, delete the other:]

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable;)];

- 3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
- 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- 5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
- 6. [Select one, delete the rest:]

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- 9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
- 10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this	day of	, 20	_ at _	<u>'</u>
Philippines.				

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

[Jurat]
[Format shall be based on the latest Rules on Notarial Practice]

### **Bid Securing Declaration Form**

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

REPUBLIC OF THE PHILIPPINES)	
CITY OF	) S.S

## **BID SECURING DECLARATION Project Identification No.:** [Insert number]

To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
- 2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f),of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
- 3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
  - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this \_\_\_\_\_day of [month] [year] at [place of execution].

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

PRICE SCHEDULE					
9 M	IOS COMP				
LOT 1- PSA-RSSO					
2011 104 1000	Mandatory Fees	Day Shift	Night Shift		
	The state of the s	10-hours wor			
Days worked per week		6	0		
No. of days per year		204.10			
A. Amount Directly Paid to Janitor		+			
Daily Minimum Wage Rate (DW)	461.00				
Average Pay/Month (DW x no.days per year/9 Months)					
Night Differential Pay (Ave.Pay/Mo x 10%*1/3) or *(1/2)					
13th Month Pay [(DW x 365 days/12 Months)]*9/12]/9months)					
5 Days Incentive Pay (DW x 5days/9Months)					
Uniform Allowance					
Overtime Pay					
B. Amount to Government in Favor of Janitor					
Retirement Benefit (DW x 22.5/12) R.A 7641					
SSS Premium	1,350.00				
Philhealth Contributions	261.36				
State Insurance Fund	10.00				
PAG-IBIG FUND	200.00				
C. Total Amount to Guard & Government (A+B)					
D. Agency Fee (Administrative Overhead & Margin					
Inclusive of National & Local Taxes/Licenses,					
20%)					
E. Value-added Tax (12%)					
F. MINIMUM CONTRACT RATE PER JANITOR (C+D+E)					
No. of Janitors per shift		1			
MONTHLY RATE PER SHIFT x NO. OF JANITORS					
TOTAL MONTHLY RATE					
TOTAL CONTRACT PRICE FOR 9MONTHS					

PRICE	SCHEDULE			
9 MOS COMP				
LOT 2- PSA-BUKIDNON				
EOT 2- F3A-BORIDNON	Mandatory Fees	Day Shift	Night Shift	
	ivialidatory rees	10-hours wo		
Days worked per week		6	0	
No. of days per year		204.10		
A. Amount Directly Paid to Janitor				
Daily Minimum Wage Rate (DW)	461.00			
Average Pay/Month (DW x no.days per year/9 Months)				
Night Differential Pay (Ave.Pay/Mo x 10%*1/3) or *(1/2)				
13th Month Pay (DW x 261 days/12 Months)				
5 Days Incentive Pay (DW x 5days/9Months)				
Uniform Allowance				
Overtime Pay				
•				
B. Amount to Government in Favor of Janitor				
Retirement Benefit (DW x 22.5/12) R.A 7641				
SSS Premium	1,350.00			
Philhealth Contributions	261.36			
State Insurance Fund	10.00			
PAG-IBIG FUND	200.00			
C. Total Amount to Guard & Government (A+B)				
D. Agency Fee (Administrative Overhead & Margin				
Inclusive of National & Local Taxes/Licenses,				
20%)				
E. Value-added Tax (12%)				
E. Value added lax (12/9)				
F. MINIMUM CONTRACT RATE PER JANITOR (C+D+E)				
No. of Janitors per shift		1		
MONTHLY RATE PER SHIFT x NO. OF JANITORS		-		
TOTAL MONTHLY RATE				
TOTAL CONTRACT PRICE FOR 9MONTHS				
OTAL CONTRACT PRICE FOR SIMONTHS				

PRIC	E SCHEDULE	'	
9 M	IOS COMP		
LOT 3- PSA-CAMIGUIN			
EOT 3- PSA-CAIVIIGOIN	Mandatory Fees	Day Shift	Night Shift
		10-hours wo	
Days worked per week		6	0
No. of days per year		204.10	
A. Amount Directly Paid to Janitor			
Daily Minimum Wage Rate (DW)	446.00		
Average Pay/Month (DW x no.days per year/9 Months)			
Night Differential Pay (Ave.Pay/Mox 10%*1/3) or *(1/2)			
13th Month Pay (DW x 261 days/12 Months)			
5 Days Incentive Pay (DW x 5days/9Months)			
Uniform Allowance			
Overtime Pay			
B. Amount to Government in Favor of Janitor			
Retirement Benefit (DW x 22.5/12) R.A 7641			
SSS Premium	1,350.00		
Philhealth Contributions	252.86		
State Insurance Fund	10.00		
PAG-IBIG FUND	200.00		
C. Total Amount to Guard & Government (A+B)			
D. Agency Fee (Administrative Overhead & Margin			
Inclusive of National & Local Taxes/Licenses, 20%)			
E. Value-added Tax (12%)			
E MAINIMALINA CONTRACT DATE DED JANUTOR (C.D. F)			
F. MINIMUM CONTRACT RATE PER JANITOR (C+D+E) No. of Janitors per shift		1	
MONTHLY RATE PER SHIFT x NO. OF JANITORS		1	
TOTAL MONTHLY RATE			
TOTAL CONTRACT PRICE FOR 9MONTHS			

9 N	1OS COMP					
LOT 4- PSA-LANAO DEL NORTE						
LOT 4- PSA-LANAO DEL NONTE	Mandatory Fees	Day Shift	Night Shift			
	ivialiuatory rees	10-hours work per day				
Days worked per week		6	0			
No. of days per year		204.10				
ivo. or days per year		204.10				
A. Amount Directly Paid to Janitor						
Daily Minimum Wage Rate (DW)	461.00					
Average Pay/Month (DW x no.days per year/9 Months)						
Night Differential Pay (Ave.Pay/Mox 10%*1/3) or *(1/2)						
13th Month Pay (DW x 261 days/12 Months)						
5 Days Incentive Pay (DW x 5days/9Months)						
Uniform Allowance						
Overtime Pay						
B. Amount to Government in Favor of Janitor						
Retirement Benefit (DW x 22.5/12) R.A 7641						
SSS Premium	1,350.00					
Philhealth Contributions	261.36					
State Insurance Fund	10.00					
PAG-IBIG FUND	200.00					
C. Total Amount to Guard & Government (A+B)						
D. Agency Fee (Administrative Overhead & Margin						
Inclusive of National & Local Taxes/Licenses, 20%)						
E. Value-added Tax (12%)						
F. MINIMUM CONTRACT RATE PER JANITOR (C+D+E)						
No. of Janitors per shift		1				
MONTHLY RATE PER SHIFT x NO. OF JANITORS		_				
TOTAL MONTHLY RATE						
TOTAL CONTRACT PRICE FOR 9MONTHS						

PRICE	SCHEDULE			
9 MOS COMP				
LOT 5- PSA-MISAMIS OCCIDENTAL				
EOT 5- F3A-IVIISAIVIIS OCCIDENTAL	Mandatory Fees	Day Shift	Night Shift	
	ivialidatory rees	10-hours wor		
Days worked per week		6	0	
No. of days per year		204.10		
111				
A. Amount Directly Paid to Janitor				
Daily Minimum Wage Rate (DW)	461.00			
Average Pay/Month (DW x no.days per year/9 Months)				
Night Differential Pay (Ave.Pay/Mo x 10%*1/3) or *(1/2)				
13th Month Pay (DW x 261 days/12 Months)				
5 Days Incentive Pay (DW x 5days/9Months)				
Uniform Allowance				
Overtime Pay				
B. Amount to Government in Favor of Janitor				
Retirement Benefit (DW x 22.5/12) R.A 7641				
SSS Premium	1,350.00			
Philhealth Contributions	261.36			
State Insurance Fund	10.00			
PAG-IBIG FUND	200.00			
C. Total Amount to Guard & Government (A+B)				
D. Agency Fee (Administrative Overhead & Margin				
Inclusive of National & Local Taxes/Licenses, 20%)				
E. Value-added Tax (12%)	+			
	+			
F. MINIMUM CONTRACT RATE PER JANITOR (C+D+E)				
No. of Janitors per shift		1		
MONTHLY RATE PER SHIFT x NO. OF JANITORS				
TOTAL MONTHLY RATE				
TOTAL CONTRACT PRICE FOR 9MONTHS				

PRICE SCHEDULE				
9 MOS COMP				
LOT 6- PSA-MISAMIS ORIENTAL	Mandaton, Foor	Day Shift	Night Shift	
	Mandatory Fees	10-hours wo		
Days worked per week		6	0	
No. of days per year		204.10		
not of days per year		251125		
A. Amount Directly Paid to Janitor				
Daily Minimum Wage Rate (DW)	461.00			
Average Pay/Month (DW x no.days per year/9 Months)				
Night Differential Pay (Ave.Pay/Mox 10%*1/3) or *(1/2)				
13th Month Pay (DW x 261 days/12 Months)				
5 Days Incentive Pay (DW x 5days/9Months)				
Uniform Allowance				
Overtime Pay				
B. Amount to Government in Favor of Janitor				
Retirement Benefit (DW x 22.5/12) R.A 7641				
SSS Premium	1,350.00			
Philhealth Contributions	261.36			
State Insurance Fund	10.00			
PAG-IBIG FUND	200.00			
C. Total Amount to Guard & Government (A+B)				
D. Agency Fee (Administrative Overhead & Margin				
Inclusive of National & Local Taxes/Licenses, 20%)				
E. Value-added Tax (12%)				
F. MINIMUM CONTRACT RATE PER JANITOR (C+D+E)				
No. of Janitors per shift		1		
MONTHLY RATE PER SHIFT x NO. OF JANITORS				
TOTAL MONTHLY RATE				
TOTAL CONTRACT PRICE FOR 9MONTHS				

#### **Bid Form for the Procurement of Goods**

[shall be submitted with the Bid]

BID FORM	Date :
Project Ident	tification No. :

To: [name and address of Procuring Entity]

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to [supply/deliver/perform] [description of the Goods] in conformity with the said PBDs for the sum of [total Bid amount in words and figures] or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein or in the Price Schedules,

### If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner: Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

of agent Currency Commi	ission or gratuity	7
(if none, state "None")1		

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of [name of the bidder] as evidenced by the attached [state the written authority].

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name:
Legal capacity:
Signature:
Duly authorized to sign the Bid for and behalf of:
Date:

### List Of All Ongoing Government And Private Contracts Including Contracts Awarded But Not Yet Started

Business Name.
Business Address:

| No. | Contract Distalls | D. Owner's Years | D. Address | D. Owner's Years | D. Owner's Years

## Statement of Single Largest Completed Contract Similar to the Contract to be Bid

e:	ss Name:					
	ss Address:					
lo.	Contract Details	a. Owner's Name b. Address c. Telephone Numbers	Nature of Vork	Bidder's Re	ole %	a. Date Awarded b. Contract Effectivity c. Date Completed
	Name of Agency			Descripci	^-	
	Contract Price in Php Remarks (e.g. multi-year contract)					
	TOTAL					
	Submitted by:					
	C: . O D: . IN					
	Signature Over Printed Name					
	Designation:					
	Date:					

