

PHILIPPINE BIDDING DOCUMENTS

PROCUREMENT OF JANITORIAL SERVICES FOR THE PHILIPPINE STATISTICS AUTHORITY-X (PSA-X) FIELD OFFICES (EARLY PROCUREMENT ACTIVITY FY 2025)

Government of the Republic of the Philippines

**PHILIPPINE STATISTICS AUTHORITY
Regional Statistical Services Office X**

PUBLIC BIDDING NO. 2024-05

**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.



INVITATION TO BID NO. 2024-05

INVITATION TO BID FOR THE PROCUREMENT OF JANITORIAL SERVICES FOR THE PHILIPPINE STATISTICS AUTHORITY-X (PSA-X) FIELD OFFICES FROM 01 JANUARY 2025 TO 31 DECEMBER 2025

1. The *Philippine Statistics Authority-X (PSA-X)*, through the *National Expenditure Program FY 2025* intends to apply the sum of **One Million Three Hundred Seven Thousand Pesos (PhP 1,307,000.00)** being the total Approved Budget for the Contract (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) in PhP
Lot 1	Janitorial Services for the Regional Statistical Services Office X (Cagayan de Oro City)	One Hundred Eighty-Eight Thousand Four Hundred Fifty-Five Pesos and 21/100 Only (PhP188,455.21)
Lot 2	Janitorial Services for the Province of Bukidnon (Malaybalay City)	One Hundred Eighty-Eight Thousand Four Hundred Fifty-Five Pesos and 21/100 Only (PhP188,455.21)
Lot 3	Janitorial Services for the Province of Camiguin (Mambajao)	One Hundred Eighty-One Thousand Eight Hundred Sixty-Nine Pesos and 50/100 Only (PhP181,869.50)
Lot 4	Janitorial Services for the Province of Lanao del Norte (Iligan City)	One Hundred Eighty-Eight Thousand Four Hundred Fifty-Five Pesos and 21/100 Only (PhP188,455.21)
Lot 5	Janitorial Services for the Province of Misamis Occidental (Ozamiz City)	One Hundred Eighty-Eight Thousand Four Hundred Fifty-Five Pesos and 21/100 Only (PhP188,455.21)
Lot 6	Janitorial Services for the Province of Misamis Oriental (Cagayan de Oro City)	One Hundred Eighty-Eight Thousand Four Hundred Fifty-Five Pesos and 21/100 Only (PhP188,455.21)
TOTAL APPROVED BUDGET FOR THE CONTRACT (ABC)		One Million One Hundred Twenty-Four Thousand One Hundred Forty-Five Pesos and 54/100 (PhP 1,124,145.54)

2. The *PSA-X* now invites bids for the above Procurement Project. Delivery of the Goods is required by *01 January to 31 December 2025*. Bidders should have completed, within *three (3) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from *PSA-X* and inspect the Bidding Documents at the address given below during 8:00AM – 5:00PM weekdays except holidays.
5. A complete set of Bidding Documents may be acquired by interested Bidders on 09 December 2024 from the given address and website below

**Limketkai Module-2, BPO and Cyberpark Building,
Rosario Crescent, Limketkai Center,
Barangay 31, Cagayan de Oro City
<http://rso10.psa.gov.ph/procurement>**

and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the following amounts:

Approved Budget for the Contract (ABC)	Price of Bidding Documents (in PhP)
500,000 and below	500.00
More than 500,000 up to 1 Million	1,000.00
More than 1 Million up to 5 Million	5,000.00

The Bidding Documents can also be downloaded from *PSA-X* website at <https://rso10.psa.gov.ph/procurement>.

For lot procurement, the maximum fee for the Bidding Documents for each lot shall be based on its ABC, in accordance with the Guidelines issued by the GPPB; provided that the total fees for the Bidding Documents of all lots shall not exceed the maximum fee prescribed in the Guidelines for the sum of the ABC of all lots.

Payment for the cost of the Bidding Documents can be made over the counter at *PSA-X* office address or thru fund transfer to the following bank account details:

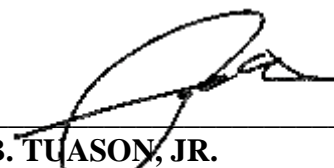
Account Name: PSA Trust Fund
Account Number: 2412 1028 11
Bank: Landbank of the Philippines
Account Branch: Velez Branch

The prospective bidders shall present during bid submission its proof of payment for the fees before participating in the bidding process during. In case of bank transfer, notify *PSA-X* by sending a copy of the Bank Transfer Form to rso10bac@psa.gov.ph.

6. The *PSA-X ROBAC* will hold a Pre-Bid Conference which shall be open to prospective bidders on *27 November 2024, 1:30PM* at the *PSA-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 *09 December 2024, 12:00 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 *09 December 2024, 1:30 P.M.* at the above-mentioned address. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. A maximum of one bidder representative can be accommodated onsite to maintain social distancing at the *PSA-X Conference Room*.
10. The *PSA-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: rso10bac@psa.gov.ph
Website: <http://rso10.psa.gov.ph>
12. You may visit <http://rso10.psa.gov.ph/procurement> for downloading of Bidding Documents

15 November 2024



JOSE B. TUASON, JR.
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, PSA-X wishes to receive Bids for the *Procurement of Janitorial Services for the Philippine Statistics Authority-X Field Offices from 01 January to 31 December 2025*, with identification number *PB No. 2024-05*.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *Fiscal Year (FY) 2025* in the amount of *One Million Three Hundred Seven Thousand Pesos (PhP1,307,000.00)*.

2.2. The source of funding is the 2025 National Expenditure Program.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

5.2. Foreign ownership 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:

The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

- 7.1. The Procuring Entity has prescribed that subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and at its physical address as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS**.

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ 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**.

¹ 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.

- 14.2. The Bid and bid security shall be valid until *One Hundred Twenty (120)* calendar days from the date of opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time at its physical address 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 follows:

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

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB Clause																			
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p style="margin-left: 40px;">a. <i>Janitorial services providing manpower and cleaning tools and equipment.</i></p> <p style="margin-left: 40px;">b. completed within <i>three (3) years</i> prior to the deadline for the submission and receipt of bids.</p>																		
7.1	<i>Subcontracting is not allowed.</i>																		
12	The price of the Goods shall be quoted DDP <i>Region X</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.																		
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p style="margin-left: 40px;">a. If bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</p> <table border="1" style="width: 100%; margin-left: 40px; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%; text-align: center;">Lot</th> <th style="width: 55%; text-align: center;">Description</th> <th style="width: 30%; text-align: center;">Bid Security in Pesos (2% of ABC)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Lot 1</td> <td>Janitorial Services for the Regional Statistical Services Office X (Cagayan de Oro City)</td> <td style="text-align: center;">Three Thousand Seven Hundred Sixty-Nine Pesos and 10/100 Only (PhP3,769.10)</td> </tr> <tr> <td style="text-align: center;">Lot 2</td> <td>Janitorial Services for the Province of Bukidnon (Malaybalay City)</td> <td style="text-align: center;">Three Thousand Seven Hundred Sixty-Nine Pesos and 10/100 Only (PhP3,769.10)</td> </tr> <tr> <td style="text-align: center;">Lot 3</td> <td>Janitorial Services for the Province of Camiguin (Mambajao)</td> <td style="text-align: center;">Three Thousand Six Hundred Thirty-Seven Pesos and 39/100 Only (PhP3,637.39)</td> </tr> <tr> <td style="text-align: center;">Lot 4</td> <td>Janitorial Services for the Province of Lanao del Norte (Iligan City)</td> <td style="text-align: center;">Three Thousand Seven Hundred Sixty-Nine Pesos and 10/100 Only (PhP3,769.10)</td> </tr> <tr> <td style="text-align: center;">Lot 5</td> <td>Janitorial Services for the Province of Misamis Occidental (Ozamiz City)</td> <td style="text-align: center;">Three Thousand Seven Hundred Sixty-Nine Pesos and 10/100 Only (PhP3,769.10)</td> </tr> </tbody> </table>	Lot	Description	Bid Security in Pesos (2% of ABC)	Lot 1	Janitorial Services for the Regional Statistical Services Office X (Cagayan de Oro City)	Three Thousand Seven Hundred Sixty-Nine Pesos and 10/100 Only (PhP3,769.10)	Lot 2	Janitorial Services for the Province of Bukidnon (Malaybalay City)	Three Thousand Seven Hundred Sixty-Nine Pesos and 10/100 Only (PhP3,769.10)	Lot 3	Janitorial Services for the Province of Camiguin (Mambajao)	Three Thousand Six Hundred Thirty-Seven Pesos and 39/100 Only (PhP3,637.39)	Lot 4	Janitorial Services for the Province of Lanao del Norte (Iligan City)	Three Thousand Seven Hundred Sixty-Nine Pesos and 10/100 Only (PhP3,769.10)	Lot 5	Janitorial Services for the Province of Misamis Occidental (Ozamiz City)	Three Thousand Seven Hundred Sixty-Nine Pesos and 10/100 Only (PhP3,769.10)
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Lot 3	Janitorial Services for the Province of Camiguin (Mambajao)	Three Thousand Six Hundred Thirty-Seven Pesos and 39/100 Only (PhP3,637.39)																	
Lot 4	Janitorial Services for the Province of Lanao del Norte (Iligan City)	Three Thousand Seven Hundred Sixty-Nine Pesos and 10/100 Only (PhP3,769.10)																	
Lot 5	Janitorial Services for the Province of Misamis Occidental (Ozamiz City)	Three Thousand Seven Hundred Sixty-Nine Pesos and 10/100 Only (PhP3,769.10)																	

Lot 6	Janitorial Services for the Province of Misamis Oriental (Cagayan de Oro City)	Three Thousand Seven Hundred Sixty-Nine Pesos and 10/100 Only (PhP3,769.10)
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or

b. If bid security is in Surety Bond;

Lot	Description	Bid Security in Pesos (5% of ABC)
Lot 1	Janitorial Services for the Regional Statistical Services Office X (Cagayan de Oro City)	Nine Thousand Four Hundred Twenty-Two Pesos and 76/100 Only (PhP9,422.76)
Lot 2	Janitorial Services for the Province of Bukidnon (Malaybalay City)	Nine Thousand Four Hundred Twenty-Two Pesos and 76/100 Only (PhP9,422.76)
Lot 3	Janitorial Services for the Province of Camiguin (Mambajao)	Nine Thousand Ninety-Three Pesos and 48/100 Only (PhP9,093.48)
Lot 4	Janitorial Services for the Province of Lanao del Norte (Iligan City)	Nine Thousand Four Hundred Twenty-Two Pesos and 76/100 Only (PhP9,422.76)
Lot 5	Janitorial Services for the Province of Misamis Occidental (Ozamiz City)	Nine Thousand Four Hundred Twenty-Two Pesos and 76/100 Only (PhP9,422.76)
Lot 6	Janitorial Services for the Province of Misamis Oriental (Cagayan de Oro City)	Nine Thousand Four Hundred Twenty-Two Pesos and 76/100 Only (PhP9,422.76)

15	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". Documents to be submitted shall be properly tabbed and labeled.
19.3	The Project will be awarded by lot. The following are the lots with its corresponding items and ABC:

LOT	DESCRIPTION	APPROVED BUDGET FOR THE CONTRACT (ABC) in PhP
Lot 1	Janitorial Services for the Regional Statistical Services Office X (Cagayan de Oro City)	One Hundred Eighty-Eight Thousand Four Hundred Fifty-Five Pesos and 21/100 Only (PhP188,455.21)
Lot 2	Janitorial Services for the Province of Bukidnon (Malaybalay City)	One Hundred Eighty-Eight Thousand Four Hundred Fifty-Five Pesos and 21/100 Only (PhP188,455.21)
Lot 3	Janitorial Services for the Province of Camiguin (Mambajao)	One Hundred Eighty-One Thousand Eight Hundred Sixty-Nine Pesos and 50/100 Only (PhP181,869.50)
Lot 4	Janitorial Services for the Province of Lanao del Norte (Iligan City)	One Hundred Eighty-Eight Thousand Four Hundred Fifty-Five Pesos and 21/100 Only (PhP188,455.21)
Lot 5	Janitorial Services for the Province of Misamis Occidental (Ozamiz City)	One Hundred Eighty-Eight Thousand Four Hundred Fifty-Five Pesos and 21/100 Only (PhP188,455.21)
Lot 6	Janitorial Services for the Province of Misamis Oriental (Cagayan de Oro City)	One Hundred Eighty-Eight Thousand Four Hundred Fifty-Five Pesos and 21/100 Only (PhP188,455.21)
TOTAL APPROVED BUDGET FOR THE CONTRACT (ABC)		One Million One Hundred Twenty-Four Thousand One Hundred Forty-Five Pesos and 54/100 (PhP 1,124,145.54)
20.2	Additional Post-Qualification Documents: <ul style="list-style-type: none"> ● 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 style="list-style-type: none"> 1. DOLE certificate of no pending case 2. SSS certificate of good standing 3. PhilHealth certificate of good standing 4. PAG-IBIG clearance 	
21.2	No additional requirement.	

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project. 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>The delivery terms applicable to this Contract are delivered <i>Region X-Philippines</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Sites are the following:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="text-align: center;"><i>PROJECT SITES</i></th> <th style="text-align: center;"><i>PSA-X FIELD OFFICE REPRESENTATIVE</i></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"><i>PSA RSSO X</i></td> <td style="text-align: center;"><i>Dr. Janith C. Aves, C.E.</i></td> </tr> <tr> <td style="text-align: center;"><i>PSA Bukidnon</i></td> <td style="text-align: center;"><i>Maria Evangeline N. Non</i></td> </tr> <tr> <td style="text-align: center;"><i>PSA Camiguin</i></td> <td style="text-align: center;"><i>Francisco C. Galagar, Jr.</i></td> </tr> <tr> <td style="text-align: center;"><i>PSA Lanao del Norte</i></td> <td style="text-align: center;"><i>Osler M. Mejares</i></td> </tr> <tr> <td style="text-align: center;"><i>PSA Misamis Occidental</i></td> <td style="text-align: center;"><i>Julieta M. Nacario</i></td> </tr> <tr> <td style="text-align: center;"><i>PSA Misamis Oriental</i></td> <td style="text-align: center;"><i>Maria Liza M. Bigornia</i></td> </tr> </tbody> </table> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ul style="list-style-type: none"> a. spot-checking or supervision on the performance of janitors; 	<i>PROJECT SITES</i>	<i>PSA-X FIELD OFFICE REPRESENTATIVE</i>	<i>PSA RSSO X</i>	<i>Dr. Janith C. Aves, C.E.</i>	<i>PSA Bukidnon</i>	<i>Maria Evangeline N. Non</i>	<i>PSA Camiguin</i>	<i>Francisco C. Galagar, Jr.</i>	<i>PSA Lanao del Norte</i>	<i>Osler M. Mejares</i>	<i>PSA Misamis Occidental</i>	<i>Julieta M. Nacario</i>	<i>PSA Misamis Oriental</i>	<i>Maria Liza M. Bigornia</i>
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<i>PSA Misamis Oriental</i>	<i>Maria Liza M. Bigornia</i>														

	<ul style="list-style-type: none"> b. furnishing of a detailed operations manual for janitorial services; c. provision of training of the Service Agency’s personnel deployed at PSA-X Field Offices; and d. performance or supervision, for a period of time agreed by the parties.
	<p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>
	<p>Terms and Conditions of the Contract:</p> <p>The services to be provided by the Service Agency to the PSA shall consist of the following:</p> <ol style="list-style-type: none"> 1. Provision of janitorial services <p>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.</p> <p>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.</p> 2. Scope of Work <p>The Service Agency shall comply with the scope and frequency of work by type of activity listed in Section VII (Technical Specifications).</p> 3. The Service Agency shall comply with GPPB NPM No. 03- 2012² and GPPB NPM 141-2014³. 4. 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. <p>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.</p> <p>²https://www.gppb.gov.ph/GPPBTSO_Non-Policy/930_dated_30_November2012. <i>Details</i> <i>Whether the requirement that administrative fee in service agreements should not be less than ten percent (10%) of the total contract cost, provided under Section 9(b)(ii) of DOLE DO 18-A, is deemed invalid for being contrary to RA 9184 and its IRR.</i></p>

	<p><i>[I]t is a settled rule that administrative agencies possess quasi-legislative or rule-making powers to make rules and regulations which results in delegated legislation that is within the confines of the granting statute and the doctrine of non-delegability and separability of powers. However, administrative agencies may not make rules and regulations which are inconsistent with the provisions of the Constitution or a statute, particularly the statute it is administering or which created it, or which are in derogation of, or defeat, the purpose of a statute, and in case of conflict between a statute and an administrative order, the former must prevail.</i></p> <p><i>[C]onsidering the obvious conflict between Section 31 of RA 9184 and Section 9(b)(ii) of DOLE DO 18-A, we express the view that the latter should be considered INVALID, and thus, cannot be a source of any right duty, obligation or power.</i></p> <p>³https://www.gppb.gov.ph/GPPBTSO_Non-Policy/1141 dated 09 December 2014.</p> <p>Details</p> <p>Clarification on the applicability of Section 9(b)(ii) of DOLE No. 18-A and GPPB NPM No. 03 on the minimum administrative fee in service agreements</p> <p><i>Considering that the computation for the cost of a service contract/agreement involves factors, the respective amount of which are set by law, such as the items identified as Reimbursable Costs under Annex "A" of DOLE DO 18-A, requiring servicing agencies to adopt administrative fee that is at least ten percent (10%) of the total contract cost effectively prohibits them from offering bids lower than the sum of the Total Reimbursable Costs and ten percent (10%) administrative cost.</i></p> <p><i>This scenario results in the imposition of floor in bid prices, which clearly runs counter to the pronouncement in Section 31 of RA 9184 and its revised IRR that "[t]here shall be no lower limit to the amount of the award.</i></p>
	<ol style="list-style-type: none"> 5. 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. 6. The Service Agency shall comply with all existing labor laws, including minimum wage, 13th 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. 7. 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. <p>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.</p> <p>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).</p> <ol style="list-style-type: none"> 8. 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.

9. 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.

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

11. 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 maybe incurred in view of such transfer or relocation shall be on the account of the contractor and without additional cost to the PSA.

12. Overtime work rendered by janitor 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.

13. 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.

14. The PSA shall not be liable for personal obligations or indebtedness of the janitors assigned to its premises.

15. The Service Agency shall provide its personnel with adequate uniform and appropriate identification cards and personal protective equipment such as face mask, that shall be worn at all times within the PSA premises.

16. 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.

17. 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.
18. The Service Agency shall provide the list of employees to be deployed with their corresponding area of assignment, with their bio-data with latest picture, training certificate, and required clearance upon signing of Contract.
19. 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:

1. Contract duration is good for one year, commencing on 01 January 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

	<p>that the effectivity of the performance bond shall be correspondingly extended if the contract shall be extended.</p>
2.2	<p>Advance Payment and Terms of Payment</p> <ol style="list-style-type: none"> 1. The PSA shall pay the Service Agency not later than the 30th or last calendar day of the following month based on the Statement of Account which should be submitted to the PSA not later than 21st of each month for the duration of the contract. 2. No escalation of rates is allowed for the duration of the contract, except when required by law. <p>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.</p> 3. Payments to be made by PSA shall be contained in the Statement of Account accompanied by the following documents: <ol style="list-style-type: none"> a. Daily time record of the personnel (evidence of actual rendition of services); b. Proof of the remittances made; and c. Copy of the payroll duly signed by the employees evidencing payment of salaries made. <p>Payment shall be suspended in case of incomplete attachment.</p>
4	<p>PSA-X will conduct daily inspection and quarterly evaluation of services rendered.</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	Unit	Qty	Delivered, Weeks/Months
Lot 1	Janitorial Services for the Regional Statistical Services Office X – Cagayan de Oro City 10 hours per day (with 2 hrs OT) 5 days per week	pax	1	01 January – 31 December 2025
Lot 2	Janitorial Services for the Province of Bukidnon – Malaybalay City 10 hours per day (with 2 hrs OT) 5 days per week	pax	1	01 January – 31 December 2025
Lot 3	Janitorial Services for the Province of Camiguin – Mambajao 10 hours per day (with 2 hrs OT) 5 days per week	pax	1	01 January – 31 December 2025
Lot 4	Janitorial Services for the Province of Lanao del Norte – Iligan City 10 hours per day (with 2 hrs OT) 5 days per week	pax	1	01 January – 31 December 2025
Lot 5	Janitorial Services for the Province of Misamis Occidental – Ozamiz City 10 hours per day (with 2 hrs OT) 5 days per week	pax	1	01 January – 31 December 2025
Lot 6	Janitorial Services for the Province of Misamis Oriental – Cagayan de Oro City 10 hours per day (with 2 hrs OT) 5 days per week	pax	1	01 January – 31 December 2025

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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

Technical Specifications

Item	Specification	Statement of Compliance	Remarks														
		<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>															
1.	Provision of 6 janitorial personnel, as follows: <table border="1" style="margin-left: 20px; border-collapse: collapse; width: 80%;"> <thead> <tr> <th style="text-align: center;">Place of Assignment</th> <th style="text-align: center;">No. of Personnel</th> </tr> </thead> <tbody> <tr> <td>PSA RSSO X</td> <td style="text-align: center;">1</td> </tr> <tr> <td>PSA Bukidnon</td> <td style="text-align: center;">1</td> </tr> <tr> <td>PSA Camiguin</td> <td style="text-align: center;">1</td> </tr> <tr> <td>PSA Lanao del Norte</td> <td style="text-align: center;">1</td> </tr> <tr> <td>PSA Misamis Occidental</td> <td style="text-align: center;">1</td> </tr> <tr> <td>PSA Misamis Oriental</td> <td style="text-align: center;">1</td> </tr> </tbody> </table>	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		
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), 5 days per week from 01 January – 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.		
3.	SCOPE OF WORK:		
	3A. Daily Routine Operations		
	Sweeping, mopping, scrubbing, and polishing of all floors. Areas where heavy traffic occurs, including the main lobby, entrance ways, waiting areas, elevator cards, and comfort rooms shall be serviced continuously during hours of public use to guarantee cleanliness.		
	Disinfection of work areas and frequently handled and touched objects and surfaces such as telephone, door handle or doorknob, countertops, switches, and tables with disinfectant solution.		
	Dusting, polishing, and cleaning of all glass tops, glass doors, and glass partitions which require daily attention.		
	Spraying air freshener and disinfectant in hallways and rooms.		
	Fetching water and filling of containers in the comfort rooms when water is not available.		
	Cleaning and sanitizing of comfort rooms, bath, lavatories and removal of stains or spot from the floors, walls, and other surfaces.		

Refilling soap dispensers and soap dishes, toilet paper, wipes down stalls, and replace air fresheners whenever necessary.		
Ensure that installed air purifiers are switched on during office hours.		
Emptying and cleaning of trash bins and proper trash disposal.		
Washing of cups, saucers, spoons, forks, and other utensils used during office activities.		
Checking of water faucets and lights ensure they are turned off whenever not in use.		
Removal of fingermarks on the frequently used surfaces whenever and wherever necessary.		
Perform other related services necessary to maintain the cleanliness, orderliness and safety in the office premises.		
3B. Weekly Routine Operations		
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.		
Wash, scrub, wax strip and polish floors		
Removal of cobwebs inside the premises.		
Maintenance and upkeep of potted plants.		
Spot scrubbing dirt, stains removal and cleaning of carpets and rugs, window ledges.		

	3C. Miscellaneous Services	
	Assistance in the undertaking of necessary repairs or renovation.	
	Serving meals and other related tasks during meetings and trainings of PSA.	
	Hauling of office furniture and equipment.	
	Report of needed repairs such as leaking pipes and faucets.	
	Replanting and replacement of potted plants (if necessary)	
	Performing miscellaneous errands as may be required by the office.	
4.	MINIMUM QUALIFICATION STANDARDS OF JANITORS	
	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 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.	OTHER REQUIREMENTS OF THE SERVICE AGENCY		
	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.		

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

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

Financial Documents

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

Class “B” Documents

- (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence **or** duly notarized statements from all the

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

II. FINANCIAL COMPONENT ENVELOPE

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

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

- (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.
- (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

ANNEXES

ANNEX A

FINANCIAL BID FORM FOR THE PROCUREMENT OF JANITORIAL SERVICES FOR THE PHILIPPINE STATISTICS AUTHORITY-X (PSA-X) FIELD OFFICES FROM JANUARY 2025 TO DECEMBER 2025 (EARLY PROCUREMENT ACTIVITY FY 2025)

Detailed Cost Breakdown of Contract Rate per Janitor

Item Number	Description	Bid Price
Lot 1	<p>Janitorial Services for the Regional Statistical Services Office X – Cagayan de Oro City</p> <p style="padding-left: 40px;">10 hours per day (inclusive of 2 hours overtime) 5 days per week 01 January – 31 December 2025</p> <p style="padding-left: 40px;">Daily Wage Rate of Php438.00 per Wage Order No. RX-22, effective 01 July 2024</p>	
	A. Amount Payable to Employee	
	Basic Pay (Daily Wage x 261days / 12)	
	13 th Month Pay (Daily Wage x 261days / 12 / 12)	
	Overtime Pay (Daily Wage/8 x 1.25 x 2hrs x 261days/12)	
	5 days Incentive Leave (Daily Wage x 5 / 12)	
	B. Amount Payable to Government	
	SSS Premium	
	Philhealth Contribution	
	State Insurance Fund	
	Pag-ibig Fund	
	C. Total Amount to Employee and Government	
	D. Administrative Cost	
	E. Value Added Tax (12% of C & D)	
	CONTRACT RATE PER MONTH	
	CONTRACT RATE FOR FY 2025 (12 MONTHS)	

Item Number	Description	Bid Price
Lot 2	Janitorial Services for the PSA Bukidnon – Malaybalay City 10 hours per day (inclusive of 2 hours overtime) 5 days per week 01 January – 31 December 2025 Daily Wage Rate of PhP438.00 per Wage Order No. RX-22, effective 01 July 2024	
	A. Amount Payable to Employee	
	Basic Pay (Daily Wage x 261days / 12)	
	13 th Month Pay (Daily Wage x 261days / 12 / 12)	
	Overtime Pay (Daily Wage/8 x 1.25 x 2hrs x 261days/12)	
	5 days Incentive Leave (Daily Wage x 5 / 12)	
	B. Amount Payable to Government	
	SSS Premium	
	Philhealth Contribution	
	State Insurance Fund	
	Pag-ibig Fund	
	C. Total Amount to Employee and Government	
	D. Administrative Cost	
	E. Value Added Tax (12% of C & D)	
	CONTRACT RATE PER MONTH	
	CONTRACT RATE FOR FY 2025 (12 MONTHS)	

Item Number	Description	Bid Price
Lot 3	Janitorial Services for the PSA Camiguin – Mambajao 10 hours per day (inclusive of 2 hours overtime) 5 days per week 01 January – 31 December 2025 Daily Wage Rate of PhP423.00 per Wage Order No. RX-22, effective 01 July 2024	
	A. Amount Payable to Employee	
	Basic Pay (Daily Wage x 261days / 12)	
	13 th Month Pay (Daily Wage x 261days / 12 / 12)	
	Overtime Pay (Daily Wage/8 x 1.25 x 2hrs x 261days/12)	
	5 days Incentive Leave (Daily Wage x 5 / 12)	
	B. Amount Payable to Government	
	SSS Premium	
	Philhealth Contribution	
	State Insurance Fund	
	Pag-ibig Fund	
	C. Total Amount to Employee and Government	
	D. Administrative Cost	
	E. Value Added Tax (12% of C & D)	
	CONTRACT RATE PER MONTH	
	CONTRACT RATE FOR FY 2025 (12 MONTHS)	

Item Number	Description	Bid Price
Lot 4	<p>Janitorial Services for the PSA Lanao del Norte – Iligan City</p> <p>10 hours per day (inclusive of 2 hours overtime) 5 days per week 01 January – 31 December 2025</p> <p>Daily Wage Rate of PhP438.00 per Wage Order No. RX-22, effective 01 July 2024</p>	
	A. Amount Payable to Employee	
	Basic Pay (Daily Wage x 261days / 12)	
	13 th Month Pay (Daily Wage x 261days / 12 / 12)	
	Overtime Pay (Daily Wage/8 x 1.25 x 2hrs x 261days/12)	
	5 days Incentive Leave (Daily Wage x 5 / 12)	
	B. Amount Payable to Government	
	SSS Premium	
	Philhealth Contribution	
	State Insurance Fund	
	Pag-ibig Fund	
	C. Total Amount to Employee and Government	
	D. Administrative Cost	
	E. Value Added Tax (12% of C & D)	
	CONTRACT RATE PER MONTH	
	CONTRACT RATE FOR FY 2025 (12 MONTHS)	

Item Number	Description	Bid Price
Lot 5	Janitorial Services for the PSA Misamis Occidental – Ozamiz City 10 hours per day (inclusive of 2 hours overtime) 5 days per week 01 January – 31 December 2025 Daily Wage Rate of PhP438.00 per Wage Order No. RX-22, effective 01 July 2024	
	A. Amount Payable to Employee	
	Basic Pay (Daily Wage x 261days / 12)	
	13 th Month Pay (Daily Wage x 261days / 12 / 12)	
	Overtime Pay (Daily Wage/8 x 1.25 x 2hrs x260days/12)	
	5 days Incentive Leave (Daily Wage x 5 / 12)	
	B. Amount Payable to Government	
	SSS Premium	
	Philhealth Contribution	
	State Insurance Fund	
	Pag-ibig Fund	
	C. Total Amount to Employee and Government	
	D. Administrative Cost	
	E. Value Added Tax (12% of C & D)	
	CONTRACT RATE PER MONTH	
	CONTRACT RATE FOR FY 2023 (11 MONTHS)	

Item Number	Description	Bid Price
Lot 6	<p>Janitorial Services for the PSA Misamis Oriental – Cagayan de Oro City</p> <p>10 hours per day (inclusive of 2 hours overtime) 5 days per week 01 January – 31 December 2025</p> <p>Daily Wage Rate of PhP438.00 per Wage Order No. RX-22, effective 01 July 2024</p>	
	A. Amount Payable to Employee	
	Basic Pay (Daily Wage x 261days / 12)	
	13 th Month Pay (Daily Wage x 261days / 12 / 12)	
	Overtime Pay (Daily Wage/8 x 1.25 x 2hrs x 261days/12)	
	5 days Incentive Leave (Daily Wage x 5 / 12)	
	B. Amount Payable to Government	
	SSS Premium	
	Philhealth Contribution	
	State Insurance Fund	
	Pag-ibig Fund	
	C. Total Amount to Employee and Government	
	D. Administrative Cost	
	E. Value Added Tax (12% of C & D)	
	CONTRACT RATE PER MONTH	
	CONTRACT RATE FOR FY 2025 (12 MONTHS)	

ANNEX B

COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY

The bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

NFCC = [(Current asset minus current liabilities) (K)] 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.

Where **K** = 10 for a contract duration of one (1) year or less
 15 for a contract duration of more than one (1) year up to two (2) years
 20 for a contract of more than two (2) years

The values of the bidder’s current assets and current liabilities shall be based on the data submitted to the BIR, through its Electronic Filing & Payment System (EFPS).

	Amount
Current Assets	
Minus: Current Liabilities	
Sub-Total	
Multiplied by Value of K	
Sub-Total	
Minus: Value of Outstanding Contracts	
NFCC	

Submitted By:

 Name of the Supplier / Distributor / Manufacturer

 Signature of Authorized Representative

