

**PHILIPPINE BIDDING DOCUMENTS**

**Procurement of  
Janitorial Services for  
FY 2023**

Government of the Republic of the Philippines

**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.

# Table of Contents

<b>Glossary of Acronyms, Terms, and Abbreviations .....</b>	<b>4</b>
<b>Section I. Invitation to Bid.....</b>	<b>7</b>
<b>Section II. Instructions to Bidders.....</b>	<b>10</b>
1. Scope of Bid .....	11
2. Funding Information.....	11
3. Bidding Requirements .....	11
4. Corrupt, Fraudulent, Collusive, and Coercive Practices.....	11
5. Eligible Bidders.....	11
6. Origin of Goods .....	12
7. Subcontracts .....	12
8. Pre-Bid Conference .....	12
9. Clarification and Amendment of Bidding Documents .....	12
10. Documents comprising the Bid: Eligibility and Technical Components .....	13
11. Documents comprising the Bid: Financial Component .....	13
12. Bid Prices .....	13
13. Bid and Payment Currencies .....	14
14. Bid Security .....	14
15. Sealing and Marking of Bids .....	14
16. Deadline for Submission of Bids .....	15
17. Opening and Preliminary Examination of Bids .....	15
18. Domestic Preference .....	15
19. Detailed Evaluation and Comparison of Bids .....	15
20. Post-Qualification .....	16
21. Signing of the Contract .....	16
<b>Section III. Bid Data Sheet .....</b>	<b>17</b>
<b>Section IV. General Conditions of Contract .....</b>	<b>19</b>
1. Scope of Contract .....	20
2. Advance Payment and Terms of Payment .....	20
3. Performance Security .....	20
4. Inspection and Tests .....	20
5. Warranty .....	21
6. Liability of the Supplier .....	21
<b>Section V. Special Conditions of Contract .....</b>	<b>22</b>
<b>Section VI. Schedule of Requirements .....</b>	<b>27</b>
<b>Section VII. Technical Specifications .....</b>	<b>28</b>
<b>Section VIII. Checklist of Technical and Financial Documents .....</b>	<b>38</b>

# *Glossary of Acronyms, Terms, and Abbreviations*

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

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

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

**EXW** – Ex works.

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

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

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

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

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

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

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

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

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

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

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





## INVITATION TO BID FOR THE PROCUREMENT OF JANITORIAL SERVICES FOR FY 2023

1. The **Fertilizer and Pesticide Authority**, through the **National Expenditure Program of FY 2023** intends to apply the sum of **eight hundred seventy five thousand pesos (PhP 875,000.00)** being the ABC to payments under the contract for **Procurement of Janitorial Services for FY 2023 (ITB-2022-11- 03)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **FPA** now invites bids for the above Procurement Project. Delivery of the Goods is required for **eleven (11) months from February 1, 2023 – December 31, 2023**. Bidders should have completed, within **two (2) 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 the **Fertilizer and Pesticide Authority** and inspect the Bidding Documents at the address given below during **Monday to Friday, 8:00 a.m. to 5:00 p.m.**
5. A complete set of Bidding Documents may be acquired by interested bidders on **November 14, 2022**, by downloading it from the websites of the Philippine Government Electronic Procurement System (PhilGEPS) and the FPA. No hard copy will be provided to the interested bidders, thus, the cost of Bidding Documents is hereby waived.
6. The **Fertilizer and Pesticide Authority** will hold a Pre-Bid Conference<sup>1</sup> on **November 22, 2022, 10:00 a.m.** through video conferencing or webcasting *via* Zoom, which shall be open to prospective bidders who send their request at [fpa.bac@gmail.com](mailto:fpa.bac@gmail.com) for the details of the virtual Pre-Bid Conference.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **December 5, 2022, 10:00 a.m.** Late bids shall not be accepted.

---

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

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 **December 5, 2022, 10:00 a.m.** at the given address below and via *Zoom*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **Fertilizer and Pesticide Authority** 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. MARIA THERESA B. OLIVEROS**

**Mr. ANGELO S. BUGARIN**

**Ms. OLIVIA R. MARZAN**

**Mr. AMADO A. MALANA**

BAC Secretariat

Telephone Nos.: (02) 8426-5058 & (02) 8920-8339

1st Floor, BAC Room, FPA Bldg., BAI Compd.,

Visayas Ave., Diliman, Quezon City

E-mail address: [fpa.bac@gmail.com](mailto:fpa.bac@gmail.com)

**JEROLET C. SAHAGUN**

BAC Chairperson

## ***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, **Fertilizer and Pesticide Authority**, wishes to receive Bids for the **Procurement of Janitorial Services for FY 2023** with identification number **ITB-2022-11-03**.

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

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for the **National Expenditure Program (NEP) of FY 2023** in the amount of **eight hundred seventy five thousand pesos (PhP875,000.00)**.

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

## 3. Bidding Requirements

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

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

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

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

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

## 5. Eligible Bidders

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

5.2. Foreign ownership 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:

For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

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

## **6. Origin of Goods**

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

## **7. Subcontracts**

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

The Procuring Entity has prescribed that Subcontracting is not allowed.

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

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time 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 **two (2) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

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

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

## **12. Bid Prices**

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

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

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

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

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

### **14. Bid Security**

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>2</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 **March 29, 2023**. 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 is also requesting an additional two (2) hard copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

---

<sup>2</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.

## **16. Deadline for Submission of Bids**

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

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

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

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

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

## **18. Domestic Preference**

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

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

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as 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**

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

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

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

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

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

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

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

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

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

# Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> <li>a. janitorial services</li> <li>b. completed within <b>two (2) years</b> prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	None
12	The price of the Goods shall be quoted DDP Philippines or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> <li>a. The amount of not less than <b>PhP 17,500.00</b>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <b>PhP 43,750.00</b> if bid security is in Surety Bond.</li> </ul>
19.3	The Project will be awarded as one (1) lot.
20.2	None.
21.2	None.

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

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

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

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

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

## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

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

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

## 3. Performance Security

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

## 4. Inspection and Tests

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

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

## **5. Warranty**

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

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

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

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

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

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

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

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

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

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

## Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is: <b>MS. Olivia R. Marzan</b>, Administrative Officer V, Finance and Administrative Division.</p> <p><b>Incidental Services –</b></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> <p><i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> </ol>



- e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- f. *[Specify additional incidental service requirements, as needed.]*

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.

**Spare Parts –**

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

*Select appropriate requirements and delete the rest.*

1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
2. in the event of termination of production of the spare parts:
  - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
  - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the costs thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of *[indicate here the time period specified. If not used indicate a time period of three times the warranty period]*.

Spare parts or components shall be supplied as promptly as possible, but in any case, within *[insert appropriate time period]* months of placing the order.

	<p><b>Packaging –</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity  Name of the Supplier  Contract Description  Final Destination  Gross weight  Any special lifting instructions  Any special handling instructions  Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	Partial payment is not allowed.
4	The inspections and tests that will be conducted include test runs using the actual sample available in the laboratory.

# *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	Qty.	Total	Delivered, Weeks/Months
1	Janitorial Services	3 janitorial personnel	875,000.00	February to December, 2023
*** nothing follows ***				

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

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

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

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

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

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

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

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

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

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

# Technical Specifications

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

**TERMS OF REFERENCE  
PROCUREMENT OF JANITORIAL SERVICES  
FEBRUARY 2023 TO DECEMBER 2023**

**I. DURATION OF THE CONTRACT**

The Contract for the Procurement of Janitorial Services at the Fertilizer and Pesticide Authority (FPA) shall be for a period of **eleven (11) months (February 2023 – December 2023)**.

**II. APPROVED BUDGET FOR THE CONTRACT (ABC)**

The approved budget contract (ABC) for Janitorial Services is **eight hundred seventy-five thousand pesos & 0/100 (PhP 875,000.00)**.

**III. AREA COVERED**

The janitorial services to be provided by the CONTRACTOR shall cover the four (4) floors of FPA Building and its surrounding ground areas.

**IV. MANPOWER REQUIREMENTS**

- 4.1. The CONTRACTOR shall provide three (3) regular janitorial personnel which shall work eight (8) hours per day and six (6) days a week, excluding Sundays, special, regular and legal holidays.
- 4.2. The CONTRACTOR shall assign regular janitorial personnel and its reliever or substitute to FPA who possess the following qualifications:
  - 4.2.1 good moral character, competent, courteous, honest, alert, and without criminal or police records;
  - 4.2.2 physically and mentally fit to work with medical certificate as evidence;
  - 4.2.3 not less than 18 or more than 45 years of age; and
  - 4.2.4 duly trained and skilled to function as such with minimum supervision.

The CONTRACTOR shall submit to the FPA a sworn statement attesting their compliance to this section of this TOR to the FPA's Chief Administrative Officer (CAO) together with bio-data or resume of the assigned janitorial personnel.

**V. SCOPE OF WORK OF THE JANITORIAL PERSONNEL**

- 5.1 The services to be rendered by the janitorial personnel provided by the CONTRACTOR shall include, among others, but not limited to the following:
  - 5.1.1 sweeping, mopping, spot scrubbing and polishing of all floors, entrance/ exit area, hallways, lobbies and stairways daily;



- 5.1.2 cleaning and vacuuming of the elevator and individual rooms in the building;
  - 5.1.3 cleaning and sanitation of all comfort rooms;
  - 5.1.4 dusting and cleaning of horizontal and vertical surfaces;
  - 5.1.5 sweeping of cobwebs on walls and ceilings;
  - 5.1.6 emptying and cleaning of ash trays and trash receptacles;
  - 5.1.7 removing the stains and finger marks on the walls and glass panels;
  - 5.1.8 cleaning and dusting of tables, surfaces with glass tops, glass doors and windows, pieces of furniture and other partition of the building that require daily attention;
  - 5.1.9 conducting general cleaning at least once a week;
  - 5.1.10 disinfection/misting of FPA offices and premises at least once a week;
  - 5.1.11 soaking foot bath mats with chlorine solution;
  - 5.1.12 gardening within the surrounding ground areas of the building
  - 5.1.13 collecting and disposing properly the garbage within the vicinity of FPA Building, subject to the rules and regulations of the FPA and the Quezon City Garbage Collection and Segregation Scheme;
  - 5.1.14 protecting the properties, office supplies and equipment from damage or destruction;
  - 5.1.15 carrying, hauling, transporting or moving of office furniture, equipment, and supplies within the premises that may be assigned from time to time;
  - 5.1.16 reporting to the General Services Section of the Finance and Administrative Division water leaks or any defective plumbing fixtures, electrical defects and broken or damaged furniture and fixtures that needs immediate repair; and
  - 5.1.17 other services within the building which may be assigned from time to time within the scope of their janitorial services by the in-charge Administrative Officer of FPA.
- 5.2 The assigned janitorial personnel must be in proper and complete uniform as provided by the CONTRACTOR.
- 5.2 The assigned janitorial personnel shall not disclose any confidential information or reproduce any documents, directly or indirectly, that comes to their knowledge including unauthorized disposal of government records.

## **VI. CONTRACTOR'S EQUIPMENT and SUPPLIES**

The CONTRACTOR shall provide all the necessary equipment/materials for the efficient performance of their duties as follows:

## 6.1 LIST OF CLEANING EQUIPMENT

Item and Description	Quantity
1. Heavy duty Floor Polisher 180 rpm; 0.75 hp	2 units
2. Heavy duty wet and dry vacuum cleaner	2 units
3. Garden Hose with fittings	50 m
4. Trash bin round type	4 units
5. Mop Squeezer	2 units

## 6.2 LIST OF CLEANING SUPPLIES

NO.	MONTHLY SUPPLIES (11 Months)	QUANTITY	UNIT
1	Deodorant cake (Toilet deo)	2	Doz.
2	Mop heads (500gm)	3	Pcs.
3	Bleaching liquid	1	Gal.
4	Powder soap	5	Kgs.
5	Round rugs	3	Kgs.
6	Tissue paper	72	Roll.
7	Air Freshener (Lemon)	3	Cans.
8	Alcohol, 70% Solution	3	Gal.
9	Soft Broom	3	Pcs.
10	Liquid hand soap (450ml)	15	Bottle.
11	Dishwashing Liquid	8	Bottle.
12	Sponge w/ scrub	8	Pcs.
13	Doormat, dark color	15	Pcs.
14	Garbage bag, Color: black (XL large)	100	Pcs.
15	Garbage bag, transparent (for trash can)	100	Pcs.
16	Toilet Bowl Cleaner	1	Gal.
17	Disinfectant concentrate	1	Gal.
18	All Purpose cleaner	1	Gal.

	<b>QUARTERLY SUPPLIES</b>	<b>QUANTITY</b>	<b>UNIT</b>
1	Furniture polish 330ml	3	Cans.
2	Air Freshener (Lemon)	1	Gal.
3	Disinfectant spray (510g)	6	Cans.
4	Insecticide (500ml) -odor free	6	Pcs.
5	Gloves	12	Pairs.
6	Stick Broom	3	Pcs.
7	Toilet Bowl pump	3	Pc.
8	Toilet Bowl brush	3	Pcs.
9	Dust Pan	3	Pcs.

	<b>SEMI ANNUAL SUPPLIES</b>	<b>QUANTITY</b>	<b>UNIT</b>
1	Spray gun	6	Pcs.
2	Hand brush	3	Pcs.
3	Trash bin - medium (for pantry, sink, comfort room)	9	Pcs.
4	Mop handle (aluminum)	3	Pcs.

## **VII. CONTRACTOR'S RESPONSIBILITIES**

- 7.1 The CONTRACTOR shall provide the janitorial personnel with appropriate uniforms, cleaning equipment and cleaning supplies based on list indicated under Section VI of this TOR. The said cleaning equipment and supplies shall be used exclusively at the FPA for the entire contract duration and will be checked by the FPA's Administrative Office assigned personnel.
- 7.2 The CONTRACTOR shall provide additional number of janitorial personnel upon request of FPA whenever the exigency of such service is required with proper compensation.
- 7.3 In case of absence of assigned janitorial personnel, the CONTRACTOR shall provide a reliever who met the criteria under Section 4.2 as pre-qualified by the FPA's CAO. The said reliever shall perform the task assigned to the regular janitorial personnel.
- 7.4 The CONTRACTOR shall assign one (1) janitorial supervisor who will oversee and ensure that the assigned regular janitorial personnel and/or its reliever are performing the tasks in accordance to this TOR.
- 7.5 The CONTRACTOR shall submit a monthly evaluation report of the janitorial personnel assigned to the FPA. The FPA Management may request for replacement of any janitorial personnel if they are not satisfied with their performance.

## **VIII. LIQUIDATED DAMAGES**

- 8.1 The CONTRACTOR shall ensure that the required number of janitors are deployed and at their respective places of assignments during their daily routines. In case of non-compliance, the CONTRACTOR shall be subject to liquidated damages of one tenth of one percent (1/10 of 1%) of the gross monthly billing for each day of non-deployment. Moreover, the daily rate of the absentee personnel shall be deducted from the monthly billing.
- 8.2 The CONTRACTOR shall pay a penalty of one tenth (1/10) of one percent (1%) of the total contract price for any equipment not in good operating condition, as determined by the Chief Administrative Officer.
- 8.3 The CONTRACTOR shall be subject to a penalty of one percent (1%) of the total Contract Price, each time it fails to provide cleaning equipment and/or cleaning supplies as specified in Section 6.1 and 6.2.
- 8.4 Any damage arising from such faults, negligence or omission shall be made good by the CONTRACTOR at its own cost, to the satisfaction of the FPA within two (2) calendar days from the date the actual damage was incurred. Any repair work performed by the FPA to correct such damage shall be charged to the account of the CONTRACTOR.

## **IX. WARRANTIES OF THE CONTRACTOR**

- 9.1 The CONTRACTOR warrants that it shall conform strictly to the terms and conditions of this TOR and its refusal shall be a ground for the termination of the contract.
- 9.2 The CONTRACTOR warrants, represents and undertakes reliability of the services and that its manpower complement is hardworking, qualified/reliable and dedicated to do the service required to the satisfaction of the FPA. It shall employ well-behaved and honest employees to work within the compound.
- 9.3 The CONTRACTOR shall comply with the laws governing employee's compensation, PhilHealth, Social Security and Labor Standards, and other laws, rules and regulations applicable to each personnel employed by the CONTRACTOR on account of the contracted services. The CONTRACTOR shall pay its personnel not less than the minimum wage and other benefits mandated by law and the FPA shall require the CONTRACTOR to show or produce papers to show compliance therewith.
- 9.4 The CONTRACTOR in the performance of its services, shall secure, maintain at its own expense all registration, licenses or permits required by National or Local Laws and shall comply with rules, regulations and directives of Regulatory Authorities and Commissions. The CONTRACTOR's personnel shall take all necessary precautions for the safety of all persons and

properties at or near their area of work and shall comply with all the standards and established safety regulations, rules and practices.

- 9.5 The CONTRACTOR shall coordinate with the authorized and/or designated FPA personnel in the performance of their jobs.
- 9.6 The CONTRACTOR shall be liable for loss, damage or injury due directly or indirectly through the fault, negligence or omission of its personnel and representative. It shall assume full responsibility thereof and the FPA shall be specifically released from any and all liabilities arising therefrom.
- 9.7 The CONTRACTOR shall neither assign, transfer, pledge, nor subcontract any part or interest of the contract.
- 9.8 The CONTRACTOR warrants that it carries on an independent business and has substantial capital or investment as well as qualified technical personnel and reliable work force, which are necessary in the conduct of its business and the performance of the work.
- 9.9 The CONTRACTOR shall assume full responsibility for the proper performance of the duties of its employees. The FPA shall be specifically released from any and/or all liabilities to employees of the FPA and third parties arising from any negligent act or omission committed by the employees of the CONTRACTOR.
- 9.10 It is understood and agreed that the employees of the CONTRACTOR ARE NOT the employees of the FPA. Hence, the FPA shall not in any way be liable or responsible for any personal injury or damage including death sustained or caused by any of the employees of the CONTRACTOR during the performance of their duties. The CONTRACTOR shall at all times stand solely responsible and liable for such death, injuries or damages arising therefrom.
- 9.11 The CONTRACTOR shall hold the FPA free from any action or liability whatsoever arising from any claim by any or all its personnel; that the due and faithful compliance with law relating to employment and services performed by personnel of the CONTRACTOR shall devolve solely upon it.

## **X. TERMS OF PAYMENT**

- 10.1 The CONTRACTOR shall be paid monthly, based on the actual number of janitorial personnel assigned subject to the required Expanded Withholding Tax (EWT) of two percent (2%) and Final Withholding Tax on VAT of five percent (5%).
- 10.2 Payment shall be made within a reasonable time from date of submission of monthly billing or statement of account and shall be supported with:
  - 10.2.1 daily time record for the period duly signed by the assigned janitors.

10.2.2 Certification by the contractor that all assigned janitors have been paid their salaries and benefits for the period covered and the statutory contributions and withholding taxes been remitted to BIR, SSS, ECC, Pag-IBIG and PhilHealth.

10.3 No advance payment shall be made as provided in Section 88 of PD 1445 (Statutes-ORDAINING AND INSTITUTING A GOVERNMENT AUDITING CODE OF THE PHILIPPINES).

## **XI. PRE-TERMINATION OF THE CONTRACT**

11.1 The contract for the Janitorial Service may be pre-terminated by the FPA for any violation of the terms of the contract. In case of pre-termination, the CONTRACTOR shall be informed by FPA thirty (30) calendar days prior to such pre-termination.

11.2 In case of pre-termination due to violations of the terms of the agreement, the CONTRACTOR shall be liable for liquidated damages equivalent to 1/10th of one percent (1%) of the contract price as provided by the Government Accounting and Auditing Manual (GAAM) and forfeiture of the Performance Security as stated in the contract.

11.3 The FPA shall have the right to blacklist the CONTRACTOR in case of pre-termination and to forfeit the Performance Security.

### **Additional Requirements:**

1. Very Satisfactory Rating for the last 2 years from at least three (3) clients
2. Stability
  - a. No. of Years of Experience: min. of 2 years
  - b. Liquidity of the Contractor
  - c. Organizational Set-up
3. Resources
  - a. Number and Kind of Equipment and Supplies
  - b. Number of Janitors and Supervisors
4. Housekeeping Plan
5. Other Factors
  - a. Recruitment and Selection Criteria
  - b. Completeness of Uniforms and Other Paraphernalia

## ***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).





## CERTIFICATE OF PERFORMANCE EVALUATION

This is to certify that \_\_\_\_\_ has provided our agency with janitorial services on \_\_\_\_\_. Based on our evaluation on timely delivery, compliance to specification and performance, we give \_\_\_\_\_ a rating of:

<input type="checkbox"/>	<b>Excellent</b>
<input type="checkbox"/>	<b>Very Satisfactory</b>
<input type="checkbox"/>	<b>Satisfactory</b>
<input type="checkbox"/>	<b>Fair</b>
<input type="checkbox"/>	<b>Poor</b>

This Certification shall form part of the Technical Documentary Requirements in line with the \_\_\_\_\_ participation in the **Procurement of Janitorial Services for FY2023** of the **Fertilizer and Pesticide Authority**.

Issued this \_\_\_\_ day of December, 2022 in Quezon City, Philippines.

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

\_\_\_\_\_  
Full Name of Authorized Rep.

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Authorized Rep.

\_\_\_\_\_  
Tel./ Fax No.

\_\_\_\_\_  
Email address



