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GOVERNANCE COMMISSION
FOR GOVERNMENT OWNED OR CONTROLLED CORPORATIONS
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PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

PROCUREMENT OF JANITORIAL SERVICES FOR 01 JANUARY 2021 TO 31 DECEMBER 2021

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

Glossary of Acronyms, Terms, and Abbreviations	4
Section I. Invitation to Bid.....	7
Section II. Instructions to Bidders.....	10
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	12
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
Section III. Bid Data Sheet	17
Section IV. General Conditions of Contract	19
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
Section V. Special Conditions of Contract	22
Section VI. Schedule of Requirements	27
Section VII. Technical Specifications	28
Section VIII. Checklist of Technical and Financial Documents	51

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 01 JANUARY 2021 TO 31 DECEMBER 2021

1. The Governance Commission for GOCCs (GCG) through the General Appropriations Act of 2021 (GAA 2021) intends to apply the sum of Two Million Three Hundred Forty Thousand Pesos Only (**₱2,340,000.00**) being the ABC to payments under the contract for the procurement of Janitorial Services for 01 January 2021 to 31 December 2021 (P.R. No. 20-0039). Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The GCG now invites bids for the above Procurement Project. Delivery of the Goods is required beginning 01 January 2021. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project, with at least ten (10) janitors deployed. Bidders must also be in business for at least five (5) years. 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 GCG office and inspect the Bidding Documents at the address given below during *the hours of 8:00am to 3:30pm, Mondays to Fridays*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on 19 November 2020, from the given address and website(s) below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos Only (₱ 5,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.
6. The GCG will hold a Pre-Bid Conference on **27 November 2020, at 2:00pm at the GCG Office, 3rd Floor, Citibank Center, Paseo de Roxas, Makati City** and/or through video conferencing or webcasting *via Microsoft Teams* which shall be open to prospective bidders. Prospective bidders that intend to participate through video conferencing may confirm their attendance by sending their email address to procurement@gcg.gov.ph to receive the meeting invite.

7. Bids must be duly received by the BAC Secretariat through **manual submission of the physical documents** at the office address indicated below on or before *09 December 2020, 2:00pm*. Late bids will 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 2020, 2:00pm* at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity either physically at the given address below or through video conferencing.
10. The GCG 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:
CHRISTIAN PAUL N. PINOTE
Supervising Administrative Officer
Procurement Management Division
Governance Commission for GOCCs
3/F Citibank Center, Paseo de Roxas,
Makati City, Philippines 1226
cpnpinote@gcg.gov.ph / procurement@gcg.gov.ph
Tel. No. (632) 5328-2030 loc. 371 and 415
Fax No. (632) 5328-2030
www.gcg.gov.ph
12. You may visit the website, www.gcg.gov.ph for downloading of bidding documents

16 November 2020



DIR. JOHANN CARLOS S. BARCENA
BAC Chair

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, GCG, wishes to receive Bids for the procurement of Janitorial Services for 01 January 2021 to 31 December 2021 Project with identification number P.R. No. 20-0039.

The Procurement Project (referred to herein as "Project") is composed of 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 2021 in the amount of **Two Million Three Hundred Forty Thousand Pesos Only (P2,340,000.00)**.

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

6. Origin of Goods

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

7. Subcontracts

- 7.1. The 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 **27 November 2020, at 2:00 PM** and **at the GCG Office, 3rd Floor, Citibank Center, Paseo de Roxas, Makati City** and/or through video conferencing or webcasting via *Microsoft Teams* 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 *[state relevant period as provided in paragraph 2 of the IB]* prior to the deadline for the submission and receipt of bids.

- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
- ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in 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**.

14.2. The Bid and bid security shall be valid for a period of One Hundred Twenty (120) Calendar Days from date of the 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 ten (10) copies 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.

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.

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time at the physical address 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 BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

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

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

- 19.4. The Project shall be awarded as follows:

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

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

20. Post-Qualification

- 20.2. 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	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. <i>Janitorial Services</i> with at least ten (10) janitors deployed; AND b. completed within five (5) years prior to the deadline for the submission and receipt of bids.
7.1	<i>Subcontracting is not allowed</i>
12	The price of the Goods shall be quoted DDP <i>Makati City</i> 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"> a. The amount of not less than ₱46,800.00 <i>[equivalent to two percent (2%) of ABC]</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than ₱117,000.00 <i>[equivalent to five percent (5%) of ABC]</i> if bid security is in Surety Bond.
14.2	The PE may request the bidders to extend the validity of their bid securities beyond one hundred twenty (120) calendar days, prior to their expiration, if the funding source for the Procurement Project has yet to be approved and made effective. A change in the form of the bid security is allowed if this is made prior to the expiration of the bid validity sought to be extended. If the bidder refuses to extend the bid validity, the PE shall reject the bid submitted by said bidder. <i>(GPPB Circular 06-2019)</i>
15	Each Bidder shall submit <i>ten (10)</i> copies of the first and second components of its bid.
19.3	<i>Not applicable</i>
20.2	<i>Proof of on-time remittances of statutory contributions to SSS, Pag-IBIG, and PhilHealth for the last two (2) years. The schedule of payments are prescribed under SSS Circular No. 2019-12, HDMF Circular No. 275, and PhilHealth Circular No. 0001.</i>

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

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 IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
1	<i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i>
	Delivery and Documents –
	For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:
	<i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i> . In accordance with INCOTERMS.”
	<i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i> . Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[indicate name(s)]</i> .
	Incidental Services –
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:
	The Supplier may be required by the GCG, at any time during the year, to provide a random drug test result for each of the janitors assigned. Moreover, all janitors shall be subjected to GCG’s health assessment protocols. Any janitor showing signs or symptoms of COVID-19 shall be reported immediately to the GCG Admin Division for recording purposes. The Service Provider shall immediately undertake the COVID-19 testing of the janitor concerned with costs shouldered by the Service Provider. The concerned janitor shall be barred entry in the office premises pending results thereof, while the Service Provider shall provide a replacement janitor.

	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:
	a. 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
	b. 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 cost 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 <i>[indicate here the time period specified. If not used indicate a time period of three times the warranty period]</i> .
	Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>[insert appropriate time period]</i> months of placing the order.
	Packaging –
	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.

	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.
	The outer packaging must be clearly marked on at least four (4) sides as follows:
	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
	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.
	Transportation –
	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.
	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.
	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>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>Intellectual Property Rights –</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>
	<p>Payment</p>
2.2	<p>The terms of payment shall be as follows: Payment of the janitorial services shall be pro-rated based on the actual days or period of services rendered over twelve (12) months (01 January 2021 – 31 December 2021), payable within twenty (20) working days upon receipt of complete documents, <i>i.e.</i>, billing statement / statement of account, and other pertinent documents. GCG adopts the Expanded Modified Direct Payment Scheme (ExMDPS) as mode of payment to creditors/payees as per DBM Circular No. 2013-16. In this line, GCG uses Direct Payment Scheme (DPS) via bank debit system through the issuance of a “List of Due and Demandable Accounts Payable – Authority to Debit Account (LLDAP-ADA)” in settlement of payables due to creditors/payees. Per Section 5.9.2 of the said DBM Circular, bank charges shall be borne/paid by the Supplier/Payee concerned if the account is not maintained with Land Bank of the Philippines.</p>
4	<p>Inspection and Tests</p> <p>The inspections and tests that will be conducted are: <i>Floor Polisher and Vacuum Cleaner.</i></p>

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months

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.

TERMS OF REFERENCE

I	BACKGROUND
	<p>The Governance Commission for GOCCs (GCG) intends to procure JANITORIAL SERVICES FOR THE PERIOD 01 JANUARY TO 31 DECEMBER 2021 to provide cleaning services for the GCG office.</p>
II	OBJECTIVE
	<p>The purpose of the procurement of the janitorial services is to provide cleaning services of high industry standards using environmentally friendly cleaning products and supplies for the GCG office premises and provide other manpower services as may be assigned from time to time.</p>
III	PARTICULARS
	<ul style="list-style-type: none"> • The contract duration shall be for one (1) year and the Approved Budget for the Contract is ₱ 2,340,000.00. • The janitorial services shall be effective for a period of one (1) year COMMENCING on 01 January to 31 December 2021 or on a later date as may be mutually agreed by both parties. • Payment of the janitorial services shall be pro-rated based on the actual days or period of services rendered. • Janitorial services shall be available six (6) days a week. • Must comply with the standards determined by the Procuring Entity on the following parameters: <ul style="list-style-type: none"> - Must have at least one (1) female in the seven (7) janitors assigned to the office; - Must timely pay its personnel no less than the minimum wage and other benefits mandated by law on-time; - Must provide one (1) supervisor to visit the office once a week; - - Obligations and Responsibilities of the Janitors and Contractor (Annex B); and - Reasonable Housekeeping plan. • Additional Set of Technical Parameters <ul style="list-style-type: none"> - Years of experience: at least five (5) years in business; - List of contractors with at least ten (10) janitors deployed with names and telephone numbers of contact person/s; - Sketch of Service Provider's office location; - Number and kind of equipment and supplies to be used in rendering services (Annex C); - Readily available relievers; - Complete uniforms and other paraphernalia; and

- Personnel requirements (Documented in Individual Bio Data Sheets to be **submitted ONE (1) WEEK prior to the implementation** of the contract, containing, among others):
 1. Citizenship: Must be a Filipino citizen
 2. Education: At least high school level
 3. Physically and mentally fit (with Medical Certificate, Drug Test and Psychological test results)
 4. Must be of legal age
 5. Should not have any previous record of conviction or pending criminal case: Submission of photocopy of NBI and Police Clearances are required.
- Must provide complete monthly and quarterly cleaning materials (**Annex D**)
- Must submit proof of timely remittances of statutory contributions to SSS, Pag-IBIG, and PhilHealth for the last two (2) years. The schedule of payments are prescribed under SSS Circular No. 2019-12, HDMF Circular No. 275, and Philhealth Circular No. 0001.
- Must be a Platinum PhilGEPS registered supplier/service provider.

ANNEX A

DEPLOYMENT

The service provider shall render, undertake, perform janitorial and other allied services at the premises used by and under the responsibility of GCG, specifically in the areas identified below with the corresponding personnel deployment:

AREA	JANITOR	SCHEDULE (M-F)
Office of the Commission Proper	1	6:30am – 3:30 pm
Board Room		
Pantry		
Corporate Governance Office – A	1	6:30am – 3:30 pm
Conference Room		
Director’s Room		
Corporate Governance Office – B	1	6:30am – 3:30 pm
Library		
Legal		
Administrative and Finance Office	1	10:00am – 7:00 pm
Training Room		
Information and Communication Technology Group	1	10:00am – 7:00 pm
Docket Room		
Corporate Standards Office		
Extension Office	1	6:30am – 3:30 pm
	1	10:00am – 7:00 pm

AREA	JANITOR	SCHEDULE (Saturday)
Office of the Commission Proper	1	8:00am – 5:00 pm
Board Room		
Pantry		
Corporate Governance Office – A	1	8:00am – 5:00 pm
Conference Room		
Director’s Room		
Corporate Governance Office – B	1	8:00am – 5:00 pm
Library		
Legal		
Administrative and Finance Office	1	8:00am – 5:00 pm
Training Room		
Information and Communication Technology Group	1	8:00am – 5:00 pm
Corporate Standards Office		
Extension Office	2	8:00am – 5:00 pm

ANNEX B

OBLIGATIONS AND RESPONSIBILITIES OF THE JANITORS

- Perform the following janitorial services, among others:
- *Daily Maintenance*

For each assigned area, the following should be properly and thoroughly cleaned everyday:

- Floors;
- Tables, chairs, and cabinets;
- Office-use appliances including electric fans, telephone apparatus, refrigerators, air conditioner grills and casings, and other office equipment;
- Wastebaskets;
- Window sills, window panes, Venetian blinds, Aluminum/stainless frames and glass, doors/dividers/walls; and,
- GCG rest/washrooms

- *Weekly Maintenance*

General cleaning of all areas should be done with emphasis on the following:

- Corners and inner areas of rooms;
- Ceilings, light fixtures/diffusers and upper walls;
- Rest room floors and walls;
- Office furniture and fixtures; and,
- Rugs and carpets to be vacuumed;

- Monthly Maintenance Cleaning of the following:
 - Signage on doors of offices
 - GCG main entrance signage

- Miscellaneous Services (to be performed whenever required)
 - Hauling/moving of office furniture/equipment/supplies and carrying of heavy load boxes, when necessary upon prior request; and,
 - Serving of snacks/refreshments and other related tasks during meetings and conferences of the Chairman, Commissioners and GCG Directors.
- The janitor/personnel assigned shall make the necessary report to the GCG Administrative Division of all broken fixtures in the GCG premises and its extension office including the training room, executive offices and washrooms, and such other observations which require the immediate attention of the said GCG Division.
- Maintain the cleanliness of all other portions of the GCG offices and its extension office not mentioned above but which add to the cleanliness of the whole agency's premises.

OBLIGATIONS AND RESPONSIBILITIES OF THE SERVICE PROVIDER

- Ensure the attendance of reliever/s at all times to ensure continuous and uninterrupted rendition of services, in case of absences of janitors;
- Exercise the necessary supervision over the work of its personnel, with the supervisor physically present in the PE's premises at least once a week;
- Provide uniform to assigned janitors;
- Comply with existing applicable labor laws, rules and regulations, and warrant the prompt payment of salaries and allowances to its employees within the legal rate provided by law;
- Assume full responsibility for any claim that its janitors or workers may have, by reason of their employment, including any accident, injury or illness sustained in the line of duty; accordingly, the PE shall not in any way be made liable by the Service Provider;
- Compensate for damages to or loss of property belonging to the PE caused by the deliberate act or negligence of any of its employees;
- Assume responsibility with regard to compliance with the requirements of the Labor Code, the Social Security Service Act, and other laws pertaining to employer-employee relationship. The Service Provider shall allow the PE to inspect documents showing the timely remittance of payments to SSS, PhilHealth, Pag-IBIG, and other deductions required by law.
- Supply the necessary labor, cleaning equipment, materials and supervision for the daily upkeep and maintenance of the PE's offices.
- The Service Provider may be required by GCG, at any time during the duration of the Contract, to provide a random drug test results for each janitor assigned.
- All janitors shall be subjected to GCG's health assessment protocols. Any janitor showing signs or symptoms of COVID-19 shall be reported immediately to the GCG Admin Division for recording purposes. The Service Provider shall immediately undertake the COVID-19 testing of the janitor concerned with costs shouldered by the Service Provider. The concerned janitor shall be barred entry in the office premises pending results thereof, while the Service Provider shall provide a replacement janitor.

**MONTHLY AND QUARTERLY SUPPLIES TO BE DEPOSITED
IN GCG FOR MONITORING PURPOSES**

ANNEX C

MINIMUM REQUIREMENT FOR JANITORIAL EQUIPMENT AND SUPPLIES

DESCRIPTION	UNIT	QUANTITY
Floor Polisher	Unit	3
Vacuum Cleaner	Unit	3
Aluminum Step Ladder (6 ft)	Unit	2
45 Gallon Wheeled Trash Can	Unit	2
Glass Squeegee, Adjustable	Unit	3
Mop Squeezer	Unit	2
Cleaning Spatula	Unit	7

PERSONAL PROTECTIVE EQUIPMENT

DESCRIPTION	UNIT	QUANTITY
Rubber Boots	pairs	7
Disposable Mask	Pcs	100
Warning Signs	Unit	5
Uniform	Unit	7

ANNEX D

MONTHLY SUPPLIES

DESCRIPTION	UNIT	QUANTITY
Deodorant Cake (<i>small</i>)	Dozen	5
Pranela	Yard	7
White Garbage Bag (<i>small</i>)	Pcs	75
White Garbage Bag (<i>big</i>)	Pcs	125
Powder Soap (<i>one kilo</i>)	Kilo	1
Disinfectant Spray (<i>170g</i>)	Can	16
Air Freshener (<i>175g</i>)	Can	10
Furniture Cleaner (<i>180ml</i>)	Can	7
Tissue Paper	Roll	30
Toilet Bowl Cleaner	Gallon	2
Chlorine Bleach	Gallon	2
Liquid Hand Soap	Gallon	2
Round Rags (<i>one kilo per bundle</i>)	Bundle	3
All Purpose Cleaner	Gallon	2
Dishwashing Liquid	Gallon	3
Dishwashing Foam	Pcs	12
Wax Emulsion	Gallon	2
Fabric Softener	Gallon	2
Muriatic Acid	Gallon	1

QUARTERLY SUPPLIES		
DESCRIPTION	UNIT	QUANTITY
Dust Pan (Plastic)	Pcs	3
Mop Handle (Wood)	Pcs	7
Mop Head	Pcs	7
Polishing Pad (16")	Pcs	6
Stripping Pad (16")	Pc	2
Push Brush (Plastic)	Pc	2
Soft Broom	Pcs	5

PRICE SCHEDULE

GOVERNANCE COMMISSION FOR GOCCs	
Factor Used	
a. No. of working days in a year	313.00
b. Rate per day	
Monthly Payment to be Paid Directly to Personnel	
c. Basic Pay $(a \times b) \times 1/12$	-
d. 5 Days Incentive Leave Pay $(b + c) \times 5 \times 1/12$	-
e. 13th Month Pay	-
Total gross payment to personnel	
Amount Payable to the Government in Favor of the Employee	
f. SSS Premium	
g. PhilHealth Contribution	-
h. Pag-IBIG Contribution	
i. ECC	
Sub-total	-
Other Costs	
j. Total amount due to personnel & government (sum of c to i)	-
Monthly Rate	-
No. of Personnel	7
Monthly Cost	-

MONTHLY SUPPLIES					
Description	Quantity	Unit	Unit Cost	Total Cost	Grand Total
Deodorant Cake	5	Dozen		-	-
Pranela	7	Yard		-	-
White Garbage Bag (small)	150	Pcs		-	-
White Garbage Bag (big)	125	Pcs		-	-
Powder Soap	1	Kilo		-	-
Disinfectant Spray (170g)	16	Can		-	-
Air Freshener (175g)	10	Can		-	-
Furniture Cleaner (180ml)	7	Can		-	-
Tissue Paper	30	Roll		-	-
Toilet Bowl Cleaner	2	Gallon		-	-
Chlorine Bleach	2	Gallon		-	-
Liquid Hand Soap	2	Gallon		-	-
Round Rags (one kilo per bundle)	3	Bundle		-	-
All Purpose Cleaner	2	Gallon		-	-
Dishwashing Liquid	3	Gallon		-	-
Dishwashing Foam	8	Pcs		-	-
Wax Emulsion	2	Gallon		-	-
Fabric Softener	2	Gallon		-	-
Muriatic Acid	1	Gallon		-	-
				-	-
QUARTERLY SUPPLIES					
Description	Quantity	Unit	Unit Cost	Total Cost	Grand Total
Dust Pan	5	Pcs		-	-
Mop Handle	7	Pcs		-	-

Mop Head	7	Pcs		-	-
Polishing Pad	6	Pcs		-	-
Stripping Pad	2	Pc		-	-
Push Brush	2	Pcs		-	-
Soft Broom	5	Pcs		-	-
				-	-
RENTAL OF JANITORIAL EQUIPMENT					
Description	Quantity	Unit	Rental Unit Cost	Rental Total Cost	Grand Total
Floor Polisher	3	Unit		-	
Vacuum Cleaner (Brand new)	3	Unit		-	
Aluminum Step Ladder (6 ft) (Brand new)	2	Unit		-	
45 Gallon Wheeled Trash Can (Brand new)	2	Unit		-	
Glass Squeegee, Adjustable (Brand new)	3	Unit		-	
Mop Squeezer (Brand new)	2	Unit		-	
Cleaning Spatula (Brand new)	7	Unit		-	
				-	-
PERSONAL PROTECTIVE EQUIPMENT					
Description	Quantity	Unit	Unit Cost	Total Cost	Grand Total
Rubber Boots	7	pairs		-	
Disposable Mask	100	Pcs		-	
Warning Signs	5	Unit		-	
Uniform	7	Unit		-	
				-	-
Total Annual Cost					-
Monthly Cost					-

Cost Estimate	
Labor Cost	
Supplies, Materials and Equipment	
Total Monthly Cost	-
Agency Fee	-
Total Cost	-
Vat 12%	-
Total Billing per Month	-
Total Billing per year	-

STATEMENT OF CONFORMITY WITH TECHNICAL SPECIFICATIONS

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

Item	Specification	Statement of Compliance
PARTICULARS		
1.1	The janitorial services shall be effective for a period of one (1) year COMMENCING on 01 January to 31 December 2021 or on a later date as may be mutually agreed by both parties.	
1.2	Payment of the janitorial services shall be pro-rated based on the actual days or period of services rendered.	
1.3	Janitorial services shall be available six (6) days a week	
1.4	Must comply with the standards determined by the Procuring Entity on the following parameters:	
	1.4.1 - Must have at least one (1) female in the seven (7) janitors assigned to the office	
	1.4.2 - Must timely pay its personnel no less than the minimum wage and other benefits mandated by law on-time	
	1.4.3 - Must provide one (1) supervisor to visit the office once a week.	
	1.4.4 - Schedule of Deployment (Annex A)	
	1.4.5 - Obligations and Responsibilities of the Janitors and Contractor (Annex B)	
	1.4.6 - Reasonable Housekeeping plan	
1.5	Additional Set of Technical Parameters	
	1.5.1 - Years of experience: at least five (5) years in business	
	1.5.2 - List of contractors with at least ten (10) janitors deployed with names and telephone numbers of contact person/s	
	1.5.3 - Sketch of Service Provider's office location	
	1.5.4 - Number and kind of equipment and supplies to be used in rendering services (Annex C)	
	1.5.5 - Readily available relievers	
	1.5.6 - Complete uniforms and other paraphernalia	

	1.5.7 - Personnel requirements (Documented in Individual Bio Data Sheets to be submitted ONE (1) WEEK prior to the implementation of the contract, containing, among others):	
	1.5.7.1 – Citizenship: Must be a Filipino citizen	
	1.5.7.2 – Education: At least high school level	
	1.5.7.3 - Physically and mentally fit (with Medical Certificate, Drug Test and Psychological test results)	
	1.5.7.4 - Must be of legal age	
	1.5.7.5 - Should not have any previous record of conviction or pending criminal case. Submission of photocopy of NBI and Police Clearances are required.	
1.6	Must provide complete monthly and quarterly cleaning materials (Annex D)	
1.7	Must submit proof of on-time remittances of statutory contributions to SSS, Pag-IBIG, and PhilHealth for the last two (2) years. The schedule of payments is prescribed under SSS Circular No. 2019-12, HDMF Circular No. 275, and PhilHealth Circular No. 0001.	
1.8	Must be a Platinum PhilGEPS registered supplier/service provider.	
ANNEX A - DEPLOYMENT		
The contractor shall render, undertake perform janitorial and other allied services at the premises used by and under the responsibility of the GCG, specifically in the areas identified below with the corresponding personnel deployment:		
	MONDAYS TO FRIDAYS	
2.1	Office of the Commission Proper, Board Room, and Pantry <i>- Number of Janitor/s ; 1</i> <i>- Schedule: 6:30am – 3:30 pm</i>	
2.2	Corporate Governance Office – A, Conference Room, Director’s Room <i>- Number of Janitor/s ; 1</i> <i>- Schedule: 6:30am – 3:30 pm</i>	
2.3	Corporate Governance Office – B, Library and	

	<p>Legal</p> <ul style="list-style-type: none"> - Number of Janitor/s ; 1 - Schedule: 6:30am – 3:30 pm 	
2.4	<p>Administrative and Finance Office and Training Room</p> <ul style="list-style-type: none"> - Number of Janitor/s ; 1 - Schedule: 10:00am – 7:00 pm 	
2.5	<p>Information and Communication Technology Group, Docket Room and Corporate Standards Office</p> <ul style="list-style-type: none"> - Number of Janitor/s ; 1 - Schedule: 10:00am – 7:00 pm 	
2.6	<p>Extension Office</p> <ul style="list-style-type: none"> - Number of Janitor/s ; 2 - Schedule: 10:00am – 7:00 pm 	
SATURDAYS		
2.7	<p>Office of the Commission Proper, Board Room, and Pantry</p> <ul style="list-style-type: none"> - Number of Janitor/s ; 1 - Schedule: 8:00am – 5:00 pm 	
2.8	<p>Corporate Governance Office – A, Conference Room, Director’s Room</p> <ul style="list-style-type: none"> - Number of Janitor/s ; 1 - Schedule: 8:00am – 5:00 pm 	
2.9	<p>Corporate Governance Office – B, Library and Legal</p> <ul style="list-style-type: none"> - Number of Janitor/s ; 1 - Schedule: 8:00am – 5:00 pm 	
2.10	<p>Administrative and Finance Office and Training Room</p> <ul style="list-style-type: none"> - Number of Janitor/s ; 1 - Schedule: 8:00am – 5:00 pm 	
2.11	<p>Information and Communication Technology Group and Corporate Standards Office</p> <ul style="list-style-type: none"> - Number of Janitor/s ; 1 - Schedule: 8:00am – 5:00 pm 	

2.12	Extension Office - Number of Janitor/s ; 2 - Schedule: 8:00am – 5:00 pm	
ANNEX B - OBLIGATIONS AND RESPONSIBILITIES OF THE JANITORS		
PERFORM THE FOLLOWING JANITORIAL SERVICES, AMONG OTHERS:		
3.1	Daily Maintenance - <i>For each assigned area, the following should be properly and thoroughly cleaned everyday:</i>	
	3.1.1 - Floors	
	3.1.2 - Tables, chairs, and cabinets	
	3.1.3 - Office-use appliances including electric fans, telephone apparatus, refrigerators, air conditioner grills and casings, and other office equipment	
	3.1.4 - Wastebaskets	
	3.1.5 - Window sills, windowpanes, Venetian blinds, Aluminum/stainless frames and glass, doors/dividers/walls	
	3.1.6 - GCG rest/washrooms	
3.2	Weekly Maintenance	
	3.2.1 - General cleaning of all areas should be done with emphasis on the following	
	3.2.2 - Corners and inner areas of rooms	
	3.2.3 - Ceilings, light fixtures/diffusers and upper walls	
	3.2.4 - Rest room floors and walls	
	3.2.5 - Office furniture and fixtures	
	3.2.6 - Rugs and carpets to be vacuumed	
3.3	Monthly Maintenance Cleaning of the following:	
	3.3.1 - Signage on doors of offices	
	3.3.2 - GCG main entrance signage	
3.4	Miscellaneous Services (to be performed whenever required)	
	3.4.1 – Hauling/moving of office furniture /equipment / supplies and carrying of heavy load boxes, when necessary upon prior request	

	3.4.2 - Serving of snacks/refreshments and other related tasks during meetings and conferences of the Chairman, Commissioners and GCG Directors.	
3.5	The janitor/personnel assigned shall make the necessary report to the GCG Administrative Division of all broken fixtures in the GCG premises including the training room, executive offices and washrooms, and such other observations which require the immediate attention of the said GCG Division.	
3.6	Maintain the cleanliness of all other portions of the GCG offices and its extension office not mentioned above but which add to the cleanliness of the whole agency's premises	
OBLIGATIONS AND RESPONSIBILITIES OF THE SERVICE PROVIDER		
3.7	Ensure the attendance of reliever/s at all times to ensure continuous and uninterrupted rendition of services, in case of absences of janitors;	
3.8	Exercise the necessary supervision over the work of its personnel, with the supervisor physically present in the PE's premises at least once a week	
3.9	Provide uniform to the assigned janitors	
3.10	Comply with existing applicable labor laws, rules and regulations, and warrant the prompt payment of salaries and allowances to its employees within the legal rate provided by law	
3.11	Assume full responsibility for any claim that its janitors or workers may have, by reason of their employment, including any accident, injury or illness sustained in the line of duty; accordingly, the PE shall not in any way be made liable by the Service Provider	
3.12	Compensate for damages to or loss of property belonging to the PE caused by the deliberate act or negligence of any of its employees	
3.13	Assume responsibility with regard to compliance with the requirements of the Labor Code, the Social Security Service Act, and other laws pertaining to employer-employee relationship. The Service Provider shall allow the PE to inspect documents showing the timely remittance of payments to SSS, PhilHealth, Pag-IBIG, and other deductions required by law	
3.14	Supply the necessary labor, cleaning equipment, materials and supervision for the daily upkeep and maintenance of the client's offices	

3.15	The Service Provider may be required by the GCG, at any time during duration of the Contract, to provide a random drug test results for each of the janitors assigned.	
3.16	All janitors shall be subjected to GCG's health assessment protocols. Any janitor showing signs or symptoms of COVID-19 shall be reported immediately to the GCG Admin Division for recording purposes. The Service Provider shall immediately undertake the COVID-19 testing of the janitor concerned with costs shouldered by the Service Provider. The concerned janitor shall be barred entry in the office premises pending results thereof, while the Service Provider shall provide a replacement janitor.	
ANNEX C		
4.1	MINIMUM REQUIREMENT FOR JANITORIAL EQUIPMENT AND SUPPLIES	
	4.1.1 - Floor Polisher <i>Unit: Unit</i> <i>Quantity: 3</i>	
	4.1.2 - Vacuum Cleaner <i>Unit: Unit</i> <i>Quantity: 3</i>	
	4.1.3 - Aluminum Step Ladder (6 ft) <i>Unit: Unit</i> <i>Quantity: 2</i>	
	4.1.4 - 45 Gallon Wheeled Trash Can <i>Unit: Unit</i> <i>Quantity: 2</i>	
	4.1.5 - Glass Squeegee, Adjustable <i>Unit: Unit</i> <i>Quantity: 3</i>	
	4.1.6 - Mop Squeezer <i>Unit: Unit</i> <i>Quantity: 2</i>	
	4.1.7 - Cleaning Spatula <i>Unit: Unit</i> <i>Quantity: 7</i>	

4.2	PERSONAL PROTECTIVE EQUIPMENT	
	4.2.1 - Rubber Boots <i>Unit: Pairs</i> <i>Quantity:7</i>	
	4.2.2 - Disposable Mask <i>Unit: Pcs</i> <i>Quantity:100</i>	
	4.2.3 - Warning Signs <i>Unit: Unit</i> <i>Quantity:5</i>	
	4.2.4 – Uniform <i>Unit: Unit</i> <i>Quantity: 7</i>	
ANNEX D		
5.1	MONTHLY SUPPLIES	
	5.1.1 - Deodorant Cake (small) <i>Unit: Dozen</i> <i>Quantity: 5</i>	
	5.1.2 – Pranela <i>Unit: Yard</i> <i>Quantity: 7</i>	
	5.1.3 - White Garbage Bag (small) <i>Unit: Pcs</i> <i>Quantity: 75</i>	
	5.1.4 - White Garbage Bag (big) <i>Unit: Pcs</i> <i>Quantity: 125</i>	
	5.1.5 - Powder Soap (one kilo) <i>Unit: Kilo</i> <i>Quantity: 1</i>	
	5.1.6 - Disinfectant Spray (170g) <i>Unit: Can</i> <i>Quantity: 16</i>	

	5.1.7 - Air Freshener (175g) <i>Unit: Can</i> <i>Quantity: 10</i>	
	5.1.8 - Furniture Cleaner (180ml) <i>Unit: Can</i> <i>Quantity: 7</i>	
	5.1.9 - Tissue Paper <i>Unit: Roll</i> <i>Quantity: 30</i>	
	5.1.10 - Toilet Bowl Cleaner <i>Unit: Gallon</i> <i>Quantity: 2</i>	
	5.1.11 - Chlorine Bleach <i>Unit: Gallon</i> <i>Quantity: 2</i>	
	5.1.12 - Liquid Hand Soap <i>Unit: Gallon</i> <i>Quantity: 2</i>	
	5.1.13 - Round Rags (one kilo per bundle) <i>Unit: Bundle</i> <i>Quantity: 3</i>	
	5.1.14 - All Purpose Cleaner <i>Unit: Gallon</i> <i>Quantity: 2</i>	
	5.1.15 - Dishwashing Liquid <i>Unit: Gallon</i> <i>Quantity: 3</i>	
	5.1.16 - Dishwashing Foam <i>Unit: Pcs</i> <i>Quantity: 12</i>	
	5.1.17 - Wax Emulsion <i>Unit: Gallon</i> <i>Quantity: 2</i>	

	5.1.18 - Fabric Softener <i>Unit: Gallon</i> <i>Quantity: 2</i>	
	5.1.19 - Muriatic Acid <i>Unit: Gallon</i> <i>Quantity: 1</i>	
5.2	QUARTERLY SUPPLIES	
	5.2.1 - Dust Pan <i>Unit: Pcs</i> <i>Quantity: 3</i>	
	5.2.2 - Mop Handle (wood) <i>Unit: Pcs</i> <i>Quantity: 7</i>	
	5.2.3 - Mop Head <i>Unit: Pcs</i> <i>Quantity: 7</i>	
	5.2.4 - Polishing Pad (16") <i>Unit: Pcs</i> <i>Quantity: 6</i>	
	5.2.5 - Stripping Pad <i>Unit: Pc</i> <i>Quantity: 2</i>	
	5.2.6 - Push Brush <i>Unit: Pc</i> <i>Quantity: 2</i>	
	5.2.7 - Soft Broom <i>Unit: Pc</i> <i>Quantity: 5</i>	

	<p>Note:</p> <ul style="list-style-type: none"> • All equipment shall be delivered on the 1st working day of the implementation of the Contract, together with the 1st monthly and 1st quarterly supplies for the first month and quarter, respectively. • Succeeding monthly and quarterly supplies shall be delivered no later than the last working day of the current month and quarter, respectively. • Late deliveries shall be subjected to liquidated damages of 1/10 of 1% of the monthly billing. 	
PRICE SCHEDULE		
6.1	In accordance with the attached Price Schedule	

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	
<i>Class “A” Documents</i>	
<u>Legal Documents</u>	
<input type="checkbox"/>	(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); or
<input type="checkbox"/>	(b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document, and
<input type="checkbox"/>	(c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; ² and
<input type="checkbox"/>	(d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
<u>Technical Documents</u>	
<input type="checkbox"/>	(f) 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
<input type="checkbox"/>	(g) 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
<input type="checkbox"/>	(h) 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
<input type="checkbox"/>	(i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; and

² Expired Business/Mayor’s Permit may be accepted provided an Official Receipt for renewal application is attached, provided further, that a copy of the Renewed Business/Mayor’s Permit shall be submitted after the award of the contract. (GPPB Resolution No. 05-2020 dated 20 March 2020)

<input type="checkbox"/>	(j) Original duly signed Omnibus Sworn Statement (OSS); ³ 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.
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Financial Documents

<input type="checkbox"/>	(k) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; and
<input type="checkbox"/>	(l) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC); or A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

<input type="checkbox"/>	(m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence; or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.
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Other documentary requirements under RA No. 9184 (as applicable)

<input type="checkbox"/>	(n) <i>[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]</i> 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.
<input type="checkbox"/>	(o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

<input type="checkbox"/>	(a) Original of duly signed and accomplished Financial Bid Form; and
<input type="checkbox"/>	(b) Original of duly signed and accomplished Price Schedule(s).

³ Unnotarized OSS may be accepted, subject to compliance therewith after award of the contract. (GPPB Resolution No. 05-2020 dated 20 March 2020)