PHILIPPINE BIDDING DOCUMENTS

PROCUREMENT OF JANITORIAL SERVICES INCLUDING MESSENGERIAL FOR PHILIPPINE STATISTICS AUTHORITY (PSA) REGION 1 FOR CY 2025

Government of the Republic of the Philippines
PHILIPPINE STATISTICS AUTHORITY

REGIONAL STATISTICAL SERVICES OFFICE 1

PUBLIC BIDDING NO. 2024-02

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the "name of the Procuring Entity" and "address for bid submission," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF - Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

 $\mathbf{EXW} - \mathbf{Ex}$ 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 JANITORIAL SERVICES INCLUDING MESSENGERIAL FOR THE PHILIPPINE STATISTICS AUTHORITY (PSA) REGION 1 FROM 01 JANUARY TO 31 DECEMBER 2025

- 1. The PSA RSSO 1, through the National Expenditure Program FY 2025 intends to apply the sum of Two Million One Hundred Sixty-Eight Thousand Five Hundred Pesos (Php2,168,500.00) being the ABC to payments under the contract for Public Bidding No. 2024-02. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The *PSA RSSO 1* now invites bids for the above Procurement Project. Delivery of the Goods is required by *01 January to 31 December 2025*. Bidders should have completed, within *three (3) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
- 4. Prospective Bidders may obtain further information from the *Regional Office Bids and Awards Committee (ROBAC) Secretariat* and inspect the Bidding Documents at the address given below during 8:00 a.m. to 5:00 p.m.

ROBAC Secretariat Philippine Statistics Authority RSSO I Parammata Bldg. C. Diversion Road, Brgy. Biday City of San Fernando, La Union

5. A complete set of Bidding Documents may be acquired by interested Bidders starting **07 November 2024** from the given address and website(s) below *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 (Php5,000.00).* The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person, by facsimile, or through electronic means*.

- 6. The *PSA-RSSO I* will hold a Pre-Bid Conference¹ on **18 November 2024** *at 1:00 PM* at PSA-RSSO I Conference Room, San Fernando City, La Union which shall be open to prospective bidders.
- 7. Bids must be duly received by the ROBAC Secretariat through manual submission at the office address indicated below on or before **02 December 2024 at 8:30AM.** Late bids shall not be accepted.
- 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
- 9. Bid opening shall be on **02 December 2024 at 1:00PM.** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.
- 10. The *PSA-RSSO 1* 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:

MR. ROMNICK C. DIFUNTORUM

Head, ROBAC Secretariat PSA RSSO I Bids and Awards Committee

3rd Flr. Parammata Bldg. Brgy. Biday, City San Fernando, La Union

Tel. No.: (072) 888-2582

Email Addresses: psa rsso1 bac@yahoo.com

12. You may visit the following websites:

For downloading of Bidding Documents: http://rsso01.psa.gov.ph/transparency1

DANITES E. TENIDO, PhD

Chairperson, Regional Office Bids and Awards Committee

¹ 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.

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, PSA RSSO 1 wishes to receive Bids for the Procurement of Janitorial Services Including Messengerial for PSA-RSSO 1 from 01 January to 31 December 2025, with identification number Public Bidding No 2024-02.

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

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for *Fiscal Year (FY)* 2025 in the amount of Two Million One Hundred Sixty-Eight Thousand Five Hundred Pesos (*Php2*, 168, 500.00).
- 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 ROBAC through the issuance of a supplemental or bid bulletin.

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

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

Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time through videoconferencing/webcasting as indicated in paragraph 6 of the **IB.**

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

- iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
- iv. The price of other (incidental) services, if any, listed in the **BDS**.

b. For Goods offered from abroad:

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

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *one hundred twenty (120) days from the date of the opening of bid.* 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 two copies of the first and second components of its Bid.

The First Component pertaining to Technical Component Envelope (Legal, Technical, and Financial Documents) mark as "Original Copy" and "Copy 1" and Second Component pertaining to Financial Component mark as "Original Copy" and "Copy 1" as well. Thus, one copy of bidding documents will compose of one (1) Technical Component Envelope and one (1) financial envelope. A bidder who lacks documents under Technical Component will be disqualified for bidding.

16. Deadline for Submission of Bids

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 ROBAC 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 ROBAC 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

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

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

20. Post-Qualification

Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the ROBAC 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

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: a. Janitorial services including messengerial providing manpower and
	cleaning tools and equipment.b. completed within three (3) years prior to the deadline for the submission
7.1	and receipt of bids. Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP with the premises of the PSA-RSSO 1 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: a. The amount of not less than <i>Forty-Three Thousand Three Hundred</i>
	Seventy Pesos (Php43,370.00), which is equivalent to two percent (2%) of ABC, 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 <i>One Hundred Eight Thousand Four Hundred Twenty-Five Pesos (Php108,425.00)</i> , which is equivalent to five percent (5%) of ABC, if bid security is in Surety Bond.
19.3	Not Applicable
20	Additional Post-Qualification Documents:
	 Proof of latest remittances to SSS, Philhealth and Pag-IBIG; Certification of no adverse decision rendered by DOLE and NLRC in the last 3 years; and, Certified true copy of tax remittances from BIR-Alpha listing as of 1st
	Quarter of current year 2024.
21	No additional requirement.

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project 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

~ ~ -·	Special Conditions of Contract			
GCC Clause				
1				
	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:			
	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 DANITES E. TEÑIDO, PhD, Chief Statistical Specialist, PSA La Union.			
	Incidental Services –			
	The Supplier/Service Provider is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:			
	a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;			
	b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;			
	c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;			
	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			
	Austrian Ada De la Paris I and Carlot I and			
	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.			
	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.			

Terms and Conditions of the Contract:

The services to be provided by the Supplier/Service Provider to the PSA RSSO 1 shall consist of the following:

1. Provision of janitorial services

The Supplier/Service Provider shall provide the PSA RSSO 1 with a complement of ten (10) personnel who are healthy, professionally trained and carefully selected, and processing adequate police and NBI clearances, medical and health certificates comprising the following summary and detailed computation of the labor costs by type of worker:

Personnel	No. of	Proposed	Monthly cost	Contract	Approved
	manpower	daily rates	per personnel	duration	Budget of the
	needed				Contract (ABC)
Janitor	RSSO 1- 2 Ilocos Norter - 2 Ilocoos Sur-2 La Union-2 Pangasinan-2	Php435.00	Php18,070.83	1 January - 31 December 2025	Php2,168,500.00
Total		•		•	Php2,168,500.00

2. Cleaning tools and equipment

The Supplier/Service Provider shall supply all the tools and equipment listed in Section VII. Technical Specifications.

3. Scope of Work: The Supplier/Service Provider shall comply with the scope and frequency of work by type of activity listed in Section VII. Technical Specifications.

- 4. The Supplier/Service Provider shall comply with GPPB PM No. 03-2012² and GPPB NPM 141-2014³.
- 5. No deduction from the salary shall be effected for insurance premiums, bond for breakage, payment for damages to tools and equipment due to ordinary wear and tear or unforeseen events (unless there is negligence), penalty for tardiness or absences (in addition to proportionate deductions therefor), or payment for any training whether in-house or TESDA Accredited.
- 6. Salaries shall be paid twice a month directly to the personnel within the premises of the PSA RSSO I and not at the office of the Supplier/Service Provider or through automatic teller machine (ATM)-Direct Remittance.
- 7. Pay slip which contains the amount of wages earned and the details of corresponding deductions shall be issued to the personnel at the time of payment of salaries.
- 8. The Supplier/Service Provider shall comply with the existing labor laws and standards including wage orders and relevant regulations of Social Security System (SSS), Philippine Health Insurance Corporation (PhilHealth), Home Development Mutual Fund (Pag-IBIG), and Employees Compensation Commission (ECC).

Whether the requirement that administrative fee in service agreements should not be less than ten percent (10%) of the total contract cost, provided under Section 9(b)(ii) of DOLE DO 18-A, is deemed invalid for being contrary to RA 9184 and its IRR.

[I]t is a settled rule that administrative agencies possess quasi-legislative or rule-making powers to make rules and regulations which results in delegated legislation that is within the confines of the granting statute and the doctrine of non-delegability and separability of powers. However, administrative agencies may not make rules and regulations which are inconsistent with the provisions of the Constitution or a statute, particularly the statute it is administering or which created it, or which are in derogation of, or defeat, the purpose of a statute, and in case of conflict between a statute and an administrative order, the former must prevail.

[C]onsidering the obvious conflict between Section 31 of RA 9184 and Section 9(b)(ii) of DOLE DO 18-A, we express the view that the latter should be considered INVALID, and thus, cannot be a source of any right duty, obligation or power.

Clarification on the applicability of Section 9(b)(ii) of DOLE No. 18-A and GPPB PM No. $03\square$ on the minimum administrative fee in service agreements

Considering that the computation for the cost of a service contract/agreement involves factors, the respective amount of which are set by law, such as the items identified as Reimbursable Costs under Annex "A" of DOLE DO 18-A, requiring servicing agencies to adopt administrative fee that is at least ten percent (10%) of the total contract cost effectively prohibits them from offering bids lower than the sum of the Total Reimbursable Costs and ten percent (10%) administrative cost.

This scenario results in the imposition of floor in bid prices, which clearly runs counter to the pronouncement in Section 31 of RA 9184 and its revised IRR that "[t]here shall be no lower limit to the amount of the award."

² <u>https://www.gppb.gov.ph/GPPBTSO Non-Policy/930 dated 30 November 2012.</u> Details

³ https://www.gppb.gov.ph/GPPBTSO_Non-Policy/1141 dated 09 December 2014. Details

10. The Supplier/Service Provider shall be solely and exclusively responsible for any act or omission of all its janitorial personnel during their assigned duty. 11. The Supplier/Service Provider shall assume full responsibility for any loss or damages due to theft, pilferage, robbery, sabotage and any form of trespass; 12. The Supplier/Service Provider and its employees assigned to the PSA RSSO 1 shall not, during the existence of its services or anytime thereafter, disclose to any person or entity any information concerning the affairs of the PSA RSSO 1 which the agency may have acquired by reason of its services. 13. The Supplier/Service Provider must provide the concerned administrative unit of PSA RSSO 1 with a complete and up-to-date list and photographs of its employees assigned to the premises, to be forwarded to its security service provider. 14. The Supplier/Service Provider shall conform with the operating policies and procedures of the PSA RSSO 1. 15. All tools, equipment and hardware supplies that will be provided by the Supplier/Service Provider must be produced by reputable manufacturers as certified by the DTI. 16. The Supplier/Service Provider shall make available for inspection by the PSA RSSO 1 the subject tools and equipment during post qualification. 17. The Supplier/Service Provider shall comply with all other terms and conditions incorporated in the contract particularly in the General and Special Conditions of the Contract.		 The Supplier/Service Provider shall provide adequate and responsible supervision over its personnel and shall assume full responsibility of their proper and efficient performances.
any loss or damages due to theft, pilferage, robbery, sabotage and any form of trespass; 12. The Supplier/Service Provider and its employees assigned to the PSA RSSO 1 shall not, during the existence of its services or anytime thereafter, disclose to any person or entity any information concerning the affairs of the PSA RSSO 1 which the agency may have acquired by reason of its services. 13. The Supplier/Service Provider must provide the concerned administrative unit of PSA RSSO 1 with a complete and up-to-date list and photographs of its employees assigned to the premises, to be forwarded to its security service provider. 14. The Supplier/Service Provider shall conform with the operating policies and procedures of the PSA RSSO 1. 15. All tools, equipment and hardware supplies that will be provided by the Supplier/Service Provider must be produced by reputable manufacturers as certified by the DTI. 16. The Supplier/Service Provider shall make available for inspection by the PSA RSSO 1 the subject tools and equipment during post qualification. 17. The Supplier/Service Provider shall comply with all other terms and conditions incorporated in the contract particularly in the General and Special Conditions of the Contract.		responsible for any act or omission of all its janitorial personnel
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policies and procedures of the PSA RSSO 1. 15. All tools, equipment and hardware supplies that will be provided by the Supplier/Service Provider must be produced by reputable manufacturers as certified by the DTI. 16. The Supplier/Service Provider shall make available for inspection by the PSA RSSO 1 the subject tools and equipment during post qualification. 17. The Supplier/Service Provider shall comply with all other terms and conditions incorporated in the contract particularly in the General and Special Conditions of the Contract. 2.2 "The terms of payment shall be on a monthly basis, within thirty (30) days upon		administrative unit of PSA RSSO 1 with a complete and up-to-date list and photographs of its employees assigned to the premises, to
by the Supplier/Service Provider must be produced by reputable manufacturers as certified by the DTI. 16. The Supplier/Service Provider shall make available for inspection by the PSA RSSO 1 the subject tools and equipment during post qualification. 17. The Supplier/Service Provider shall comply with all other terms and conditions incorporated in the contract particularly in the General and Special Conditions of the Contract. 2.2 "The terms of payment shall be on a monthly basis, within thirty (30) days upon		
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		and conditions incorporated in the contract particularly in the
receipt of the correct statement of account and supporting accuments.	2.2	"The terms of payment shall be on a monthly basis, within thirty (30) days upon receipt of the correct statement of account and supporting documents."
4 There will be a monthly inspection and quarterly evaluation.	4	There will be a monthly inspection and quarterly evaluation.

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Janitorial Services Including Messengerial for PSA RSSO 1 including cleaning tools and equipment	10	10	from January 1 to December 31, 2025

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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

Technical Specifications

Item	Spe	cification			Statement of Compliance
1	Provision of 10 janitorial personnel (4 Provincial Statistics Office, 4 PhilSys Fix Registration Centers)				□ Comply
	Place of assign	ment:	No. of Personnel		
	RSSO1 Provincial Offices	including	2		
	PhilSys FRC				
	Ilocos Norte		2		
	Ilocos Sur		2		
	La Union Pangasinan		2 2		
			_		
	Total	D000 1 6	10		
2	Required to report in PSA and six (6) days a week, Mo	onday to Satu	ırday	day	□ Comply
3	Required frequency of work	by type of a	-		\square Comply
	Activity		Frequency		
	Floors 1. Sweeping of floors	For ordinar	y offices: twice a	dov	
	1. Sweeping of floors	(morning a the need ari For frontli	nd afternoon) and	d as (4)	
	2. Mopping of floors	For ordinar (morning a the need ari For frontli	y offices: twice a nd afternoon) and ises; ne offices: four ay and as the n	d as (4)	
	3. Spray buffing of floors	Two (2) tin	nes a week and as	the	
	4. Disinfection		eek and as the n	ieed	
	5. Sweeping of pantry		and as the need ar	ises	
	6. Polishing of pantry	Once a day	and as the need ar	rises	
	7. Sweeping of carpets		ce a day (morning		
	0 17		and as the need ar		
	8. Vacuum cleaning of	as the need	(every morning)	and	
	9. Stain spotting of	Two (2) tin	nes a week and as	the	
	carpets	need arises			

10 Champaoina of Or	and a the mad	
11 -	nce a week and as the need	
1	ses I D - 4'4'	
Walls, Ceilings, Baseboards a	1	
	Once a month and as the need	
walls	arises	
12. Cleaning of baseboards		
and partitions	arises	
13. Cleaning of ceilings	Once a month and as the need	
	arises	
Driveways, Yards, Parking	Area, Garbage Site and	
Surroundings		
14. Sweeping of driveways,	At least twice a day (morning	
yards, parking area,		
garbage site and	need arises	
surroundings		
15. Washing of driveways,	At least once a day and as the	
yards, parking area,	need arises	
garbage site and		
surroundings		
Trash and Other Wastes		
16. Collection of trash and	At least twice a day (morning	
other trash materials.	and afternoon) and as the	
Must be R.A. No. 9003	need arises	
compliant.		
17. Disposal of trash and	At least once a day and as the	
other trash materials to	need arises	
the garbage dump. Must		
be R.A. No. 9003		
compliant.		
18. Cleaning of waste	Once a week and as the need	
baskets and other	arises	
receptacles.		
Glass Panels		
19. Cleaning of interior glass		
panels and its	`	
appurtenant steel or	glass partitions, and front	
aluminum frames	glass windows, which is	
through scrubbing and	every other day)	
wiping by application of		
cleaning solutions to		
remove dust, soot and		
grime.		
20. Cleaning of exterior	l •	
glass panels and its	` 1	
appurtenant steel or	glass partitions, and front	
aluminum frames	glass windows, which is	
through scrubbing and	every other day)	
wiping by application of		
cleaning solutions to		

remove dust, soot and grime.	
Furniture, Fixtures and Equip	mont
21. Cleaning, dusting and	1
damp wiping of office	
furniture, fixtures and	arises
equipment and	
application of	
appropriate furniture	
polish to maintain luster	
and shine at all times.	
22. Movement of furniture,	As the need arises
equipment, supplies and	Tis the field trises
materials as may be	
necessary and only upon	
the instruction of the	
PSA RSSO 1 through	
administrative unit.	
Stairways, Fire Exits and Entr	ances
23. Keeping stairways, fire	At all times
exits and entrance clean	
and free of obstructions	
Comfort Rooms	
	At least twice a day (morning
of CR floor tiles	and afternoon) and every
	hour inspection for private
	CRs; four (4) times a day and
	every hour inspection for
25 G 11: C CD 11	public CRs
25. Scrubbing of CR wall	
tiles	arises
26. Cleaning, washing,	At least twice a day (morning
	and afternoon) and every
	hour inspection for private
room urinals, lavatories and toilet bowls	CRs; four (4) times a day and
and tonet bowis	every hour inspection for public CRs
27. Checking and reloading	In the morning and every
of toilet paper, if required	hour inspection
28. Checking and reloading	In the morning and every
of liquid hand soap	hour inspection
29. Checking and reloading	In the morning and every
of other toilet supplies	hour inspection
Kitchen, Pantry and Cabinets	
30. Cleaning of kitchen	At least twice a day (morning
countertops	and afternoon) and as the
	need arises
31. Cleaning of pantry and	Once a week and as the need
cabinets	arises

32. Trimming of grass and shrubs 33. Watering of flowering plants, shrubs and grass and afternoon) and as the need arises 34. Bringing out to sun potted plants 35. Application of fertilizers to plants 36. Sweeping of grounds and yards and parking areas of dust litter, dry leaves, fallen tree branches and other debris 37. Cleaning and washing of parking areas of accumulated dust and oil stain **Reporting** 38. Informs the concerned administrative unit of any building defects such as busted bulbs, leaking faucets, cracked wall plaster, unsafe conditions and/or any unusual activity within the building and its surroundings 39. Keep watch and take action to prevent or mitigate damage to the building and its facilities during emergency situations such as typhoons, floods, earthquakes, power failures and fire incidents **Messengerial Services** Other task 41. Preferen ethers geleted As the need arises At least twice a day (morning and afternoon) and as the need arises At least twice a day (morning and afternoon) and as the need arises At least twice a day (morning and afternoon) and as the need arises At least twice a day (morning and afternoon) and as the need arises At least twice a day (morning and afternoon) and as the need arises At least twice a day (morning and afternoon) and as the need arises At least twice a day (morning and afternoon) and as the need arises At least twice a day (morning and afternoon) and as the need arises At least twice a day (morning and afternoon) and as the need arises At least twice a day (morning and afternoon) and as the need arises At least twice a day (morning and afternoon) and as the need arises	-	_	1	I
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11 41 Perform Omer related LAS the need arises "		41. Perform other related	As the need arises	
tasks assigned by PSA			The first differ	
RSSO 1 employees				
	4		or the janitorial services	□ Comply

	No.	Tools and equipment for janitorial personnel	Quantity	Unit	
	1	Push cart for cleaning materials	10	Pcs.	
	2	Floor polishers (16" or 18") with			
		accessories 10 of 16) with 10 Pcs.			
	3	Mop squeezer with bucket	10	Pcs.	
	4	Wet/Day Vacuum Cleaner	10	Pcs.	
	5	5 Garbage Cart 10 Pcs.			
	6	High pressure portable washer	10	Pcs.	
	7	Caution sign with accessories	10	Pcs.	
	8	Garden Hose 5/8 x 50 ft. with reel	5	Pcs.	
	9	Heavy duty extension cord for floor	10	Pcs.	
		polisher	10	rcs.	
	10	Manual Lawn Mower	5	Pcs.	
	11	Aluminum ladder (5 ft. and 8 ft.)	5	Pcs.	
	12	Manual hedge trimmer	5	Pcs.	
	13	Steel straight head rake	5	Pcs.	
	14	Trowel	5	Pcs.	
	15	Pruner	5	Pcs.	
	16	Shovel, round point	5	Pcs.	
	17	Digging bar (bareta)	5	Pcs.	
	18	Pick mattock	5	Pcs.	
	19	Garden hoe	5	Pcs.	
	20	Rubber boots, knee high	10	Pairs	
	21	Raincoats	10	Pcs.	
	22	Hat (outdoor use)	10	Pcs.	
	23	Disinfecting Machine	5	Pcs.	
	24	Proper cleaning suit/uniform	Worn eve		
5		upplier/Service Provider shall compl 3-2012 and GPPB NPM 141-2014.	y with GP	PB PM	\Box Comply
6		eduction from the salary shall be effe	ected for in	surance	□ Comply
		ums, bond for breakage, payment for			□ Compry
	and equipment due to ordinary wear and tear or unforeseen				
		s (unless there is negligence), penalt			
		ces (in addition to proportionate dedu			
	payme	ent for any training whether in-h	ΓESDA		
	Accre	ccredited.			
7		aries shall be paid twice a month directly to the personnel			\square Comply
		the premises of the PSA RSSO I and			
		ot at the office of the Supplier/Se			
_		gh automatic teller machine (ATM)-Direct Remittance.			
8	•	slip which contains the amount of wages earned and the			\square Comply
		s of corresponding deductions shall	to the		
	_	annel at the time of payment of salaries			
9		upplier/Service Provider shall comply	\square Comply		
		laws and standards including wage of			
	_	tions of Social Security System (SSS)			
	Insurance Corporation (PhilHealth), Home Development				

	Mutual Fund (Pag-IBIG), and Employees Compensation	
	Commission (ECC).	
10	The Supplier/Service Provider shall provide adequate and	\square Comply
	responsible supervision over its personnel and shall assume	
	full responsibility of their proper and efficient performances.	
11	The Supplier/Service Provider shall be solely and exclusively	\square Comply
	responsible for any act or omission of all its janitorial	2 4
	personnel during their assigned duty.	
12	The Supplier/Service Provider shall assume full responsibility	☐ Comply
	for any loss or damages due to theft, pilferage, robbery,	1 3
	sabotage and any form of trespass	
13	The Supplier/Service Provider and its employees assigned to	□ Comply
	the PSA RSSO1 shall not, during the existence of its services	— <i>y-j</i>
	or anytime thereafter, disclose to any person or entity any	
	information concerning the affairs of the PSA RSSO1 which	
	the agency may have acquired by reason of its services.	
14	The Supplier/Service Provider shall ensure timely substitution	□ Comply
	of its employee/s for orderly performance of duties and work	
	continuity.	
15	The Supplier/Service Provider must provide the concerned	☐ Comply
	administrative unit of PSA RSSO 1 with a complete and up-to-	- Compry
	date list and photographs of its employees assigned to the	
	premises, to be forwarded to its security service provider.	
16	The Supplier/Service Provider shall conform with the	□ Comply
10	operating policies and procedures of the PSA RSSO 1.	□ Comply
17	All tools, equipment and hardware supplies that will be	Comply:
1/	provided by the Supplier/Service Provider must be produced	□ Comply
10	by reputable manufacturers as certified by the DTI.	
18	The Supplier/Service Provider shall make available for	\square Comply
	inspection by the PSA RSSO 1 the subject tools and equipment	
10	during post qualification.	_ ~ .
19	The Supplier/Service Provider shall comply with all other	\square Comply
	terms and conditions incorporated in the contract particularly	
	in the General and Special Conditions of the Contract.	

Statement of Compliance

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

Signature over printed name of Authorized Representative
Authorized Representative
Position/Designation
Name of Company/Bidder
Telephone/Mobile Number(s)
Email addresses
Date Signed

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

- 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

<u>Leg</u>	al Do	<u>cuments</u>			
	(a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);			
	(b)	or 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,			
	(c)	and Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; and			
	(d)	Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).			
Technical Documents					
	(e)	Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and			
	(f)	Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; and			
	(g)	Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; or Original copy of Notarized Bid Securing Declaration; and			
	(h)	Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable; and			
	(i)	Original duly signed Omnibus Sworn Statement (OSS); and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.			
Fin	ancia	Documents			
	(j)	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			
	(k)	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
		(1)	If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
			<u>or</u>
			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.	FIN	ANC	IAL COMPONENT ENVELOPE
		(m)	Original of duly signed and accomplished Financial Bid Form; and
		(n)	Original of duly signed and accomplished Price Schedule(s).
Other documentary requirements under RA No. 9184 (as applicable)			
			[For foreign bidders claiming by reason of their country's extension of
	_	(0)	reciprocal rights to Filipinos] Certification from the relevant government
			office of their country stating that Filipinos are allowed to participate in
			government procurement activities for the same item or product.
		(p)	
		\T /	Bidder or Domestic Entity.
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