BIDDING DOCUMENTS FOR JANITORIAL SERVICES

(EARLY PROCUREMENT ACTIVITY FY 2021)



Republic of the Philippines
NATIONAL PRIVACY COMMISSION

December 2020

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW - Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports,

communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN - United Nations.

Section I. Invitation to Bid



Invitation to Bid for Janitorial Services

(EARLY PROCUREMENT ACTIVITY FY 2021)

- 1. The National Privacy Commission, through the National Expenditure Program FY 2021 intends to apply the sum of ONE MILLION THREE HUNDRED THOUSAND (Php 1,300,000.00) being the ABC to payments under the contract for engagement of Janitorial Service/APP 2021-0009. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The *National Privacy Commission* now invites bids for the above Procurement Project. Delivery of the Goods is required for by *January 01, 2021 to December 31, 2021 (one (1) year)*. 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.
 - a. 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 *National Privacy Commission* and inspect the Bidding Documents at the address given below during *Monday to Friday*, 9:00 A.M. to 4:00 P.M. However, due to alternative work arrangement being adopted, please set an appointment first with the NPC-BAC Secretariat through the email address given below.

For the processing of payment of the Bidding Documents, please be reminded to bring the following documents:

- a. Invitation to Bid;
- b. Original or CTC of letter of intent;
- c. Photocopy of company ID; and

- d. If paying through check, it should be named to Bureau of Treasury
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on December 14, 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 Php5,000.00. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through electronic means.
- 6. The *National Privacy Commission* will hold a Pre-Bid Conference on *December 22*, 2020, 02:00PM through video conferencing or webcasting via Microsoft Teams which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before *January 6*, 2021, 10:00AM. 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 *January 6, 2021, 01:00PM* at the given address below and through video conferencing or webcasting *via Microsoft Teams*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. If you wish to join the pre-bid conference and the bid opening through video conferencing or webcasting via Microsoft Teams, please coordinate with the NPC-BAC Secretariat through the e-mail address given below.
- 11. Please note that this is an EARLY PROCUREMENT ACTIVITY and award of contract will commence upon the approval of enactment of appropriations or budget authorization document.
- 12. The *National Privacy Commission* 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.
- 13. For further information, please refer to:

ATTY. KRISHNA AIRA TANA-CAGUIA

Bids and Awards Committee- Secretariat, Head East Banquet Hall, 5th floor, Delegation Building Philippine International Convention Center, Pasay City (02) 8234-2228 local 127 bacsecretariat@privacy.gov.ph www.privacy.gov.ph

Note: Due to the alternative work arrangement being adopted by the National Privacy Commission, please communicate through the e-mail address provided.

For downloading of Bidding Doo	cuments: <u>www.privacy.gov.ph</u>
December 14, 2020	
	$\phantom{aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa$
	ATTY. MARIA THERESITA E. PATULA

BAC, Chairperson

You may visit the following websites:

14.

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *National Privacy Commission* wishes to receive Bids for the *engagement of Janitorial Services* with identification number *APP 2021-0009*.

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 *General Appropriations Act FY 2021* in the amount of *ONE MILLION THREE HUNDRED THOUSAND (Php 1,300,000.00)*.
- 2.2. The source of funding is NGA, the National Expenditure Program (NEP) for FY 2021.

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. 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) 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, 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 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 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 120 calendar days from the date of opening of bid, which is on January 06, 2021. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

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

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 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

20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid

through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB	
Clause	
5.3	For this purpose, contracts similar to the Project shall be:
	a. Contracts for the supply of commercial cleaning, housekeeping, facility maintenance, general maintenance services.
	b. completed within three (3) years prior to the deadline for the submission and receipt of bids.
7.1	Not applicable
12	The price of the Goods shall be quoted DDP National Privacy Commission Office 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>Php 26,000.00</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 <i>Php 65,000.00</i> , if bid security is in Surety Bond.
15	Each bidder shall submit one (1) original and two (2) readable copies of the first (technical) and second (financial) components of its bid. Documents to be submitted shall be properly tabbed and labeled.
19.3	Not applicable
20.2	Not applicable
21.2	Not applicable

Section IV. General 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.

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

Special Conditions of Contract

GCC Clause	
1	1.0 SCOPE OF UNDERTAKING
	The Service Provider shall provide a total of four (4) qualified and skilled personnel with sufficient experience in general cleaning/maintenance of public office.
	1.1. Qualifications of Janitors/Utilities
	 i) Filipino citizen; ii) Male or female; iii) Not less than 18 years old; iv) At least high school graduate; v) Well-trained, physically and mentally fit, of good moral character and covered by appropriate clearances from DOH-accredited health centers, NBI, Police and Barangay; vi) Agency training on proper housekeeping, cleaning and use of janitorial equipment
	1.2. Janitorial services shall render eight (8)-hour work per day, six (6) days a week (Monday to Saturday) in accordance with the scope of service/work, standards, approved janitorial plan and manpower compliment and deployment plan.
	1.3. In the event of resignation, absence with or without authorized leave of the janitor, the Service Provider undertakes to deploy a substitute/replacement immediately, without need of demand from the NPC. In case of failure of the Service Provider to comply with this term, the NPC has the right to deduct the corresponding payment from the monthly billing.
	1.4. The Service Provider shall endorse and submit the names and information of the four (4) utility personnel that will be deployed in NPC and two (2) utility substitutes/replacement.
	1.5. The Service Provider shall be responsible in supervising and monitoring its employees to ensure that they efficiently perform their duties and responsibilities as herein indicated;
	1.6. The Service Provider shall always ensure that all the tools and equipment as required in the contract be available for use and

that there will be no delays in the provision of general cleaning, maintenance and other related services.

1.7. Provision of janitorial works and other related services shall include all cleaning and sanitizing supplies as listed in Table 1-Schedule of Requirements.

The following shall be provided by the Service Provider:

Table 1. Schedule of Requirements

DESCRIPTION	OLIANITITY
DESCRIPTION Lonitorial Conviga	QUANTITY Four (4) utility /ignitor that uvill
Janitorial Service	Four (4) utility/janitor that will
	provide services from Monday
	to Saturday
Equipment / Tools	
Equipment/Tools	2units
a. Heavy Duty Wet and Dry Vacuum Cleaner with	Zurits
blower	
b. Mop Squeezer	1nc
	1pc
c. Step Ladder, (5ft)	2pcs
d. Floor Signage	2pcs
Cleaning Supplies and Materials	Six (6) Month Supply
a. Toilet Bowl Cleaner	72 gals
b. Disinfectant (Lysol)	72 gals
c. Powdered Soap	10 kgs
d. Pranela Rugs	100 pcs
e. Mop Head	20 pcs
f. Mop Handle, Stainless steel	5 pcs
g. Round Rugs	100 pcs
h. Trash bag, XXL, Black	600 pcs
i. Trash bag, small, Black	3,600 pcs
j. Carpet Shampoo	48 gals
k. Soft Broom	5 pcs
1. Furniture Polish (Pledge,	18 cans
300ml)	
m. Ceiling Broom	1 pc
n. Dustpan, Plastic	2pcs
o. Plastic Pail and Water	2pcs
Dipper	
p. Toilet Bowl Pump	2pcs
q. Toilet Bowl Brush	2pcs
r. Feather Duster	2pcs
s. Liquid Declogger	5 gals

t.	Carpet Stain Remover	6 liters
u.	Electric Mosquito Replant	5 pcs
v.	Interfolded tissue (Paper	500packs (170 pulls/pack)
	towel)	
W	. Magic Towel	3 pcs
x.	Soft Glass Scraper Wiper	4 pcs
y.	Liquid Glass cleaner/	10 gals
	washer	
z.	Spray Bottle	4 pcs
	• •	

The following scope of work shall be observed by the Service Provider:

ITEM	SERVICES	ITEMS/AREAS TO BE CLEANED FREQUENCY	(Min. Requirements)
A.	JANITORIAL SERVICES		
1.	Sweeping, mopping, spot scrubbing	Floor areas of the office building	Daily
2.	Dusting/damp wiping and polishing	Vertical and horizontal surfaces; tables; chairs; cabinets; racks; computers / printers and other furniture/ equipment	Daily
3.	Trash removal: emptying and cleaning of waste cans/baskets and proper disposal of garbage	Waste cans and baskets	Daily/at the end of the day
4.	Cleaning, deodorizing and disinfecting	Comfort rooms; washrooms and pantries	Daily
5.	Shampooing / Vacuuming	Carpeted floor areas; fabric upholstery	Once a week

6.	Cleaning	Electric fans;	Daily
		refrigerators;	
		lighting casings;	
		window blinds;	
		drinking water	
		dispensers; shelves	
		or filing cabinet	
7.	General	All areas	Every Saturday
	cleaning		
В.	MISCELLANEO	OUS SERVICES	
1.		aling of furniture and	As Needed
	fixtures, supplie	s, records, etc.	
2.	Other janitorial	activities and related	As Needed
	services that m	naybe assigned from	
	time to time b	y NPC officials and	
	employees.		
3.	Reporting of	all breakage and	Immediately
	electrical malf	unctions, plumbing,	
	necessary repair	works, etc.	

2. PERFORMANCE ASSESSMENT

The Service Provider shall maintain satisfactory level of performance throughout the duration of the contract as prescribed in GPPB Resolution No. 24-2007 dated September 28, 2007. The performance assessment shall be done every six (6) months.

3. TECHNICAL CAPABILITIES

The Technical Proposal of prospective bidders shall also be evaluated in terms of the Bidders' technical competence to deliver efficient and quality janitorial services to the procuring entity prescribed in the GPPB Resolution No. 24-2007 (September 28, 2007).

4. DUTIES AND RESPONSIBILITIES OF THE SERVICE PROVIDER

- 4.1. Provide and deliver, at its own expense all the required services such as: personnel; cleaning and sanitizing supplies/materials; equipment and tools as indicated in Table 1 Schedule of Requirements to the NPC at the start of operations, without need for demand.
- 4.2. The Service Provider shall provide supplies and materials good for two-weeks consumption to be turned-over to the

NPC Supply Officer for recording and proper storing and should be made available for use and 100% operational at all times, with the withdrawal of each item to be monitored by NPC through the issuance of duly approved request.

- 4.3. In case of breakdown/malfunction of any delivered tools and equipment, the Service Provider shall provide the immediate replacement of the same.
- 4.4. The Service Provider shall be held responsible for any damage/destruction to any office furniture and fixtures, equipment, and plumbing fixtures due to the fault or negligence of its personnel.
- 4.5. Observe office rules and regulations prescribed by the NPC including subjecting all janitors to appropriate security inspection every time they enter and leave the premises.
- 4.6. The Service Provider shall comply with existing applicable labor laws, rules and regulations and warrant the payment of salaries and allowances to its personnel within legal rates provided under applicable laws, rules and regulations.
- 4.7. Statutory increase in salaries, allowances, benefits, additional compensation shall be borne by NPC but the agency fee shall not be included in the computation of the increase.
- 4.8. Require their employees to always wear the prescribed uniform, identification card and safety gadgets.
- 4.9. The Service Provider must provide all necessary equipment and/or transportation services, if necessary, to its personnel in case of community emergencies or calamities to continuously provide its service to NPC.
- **5.** The NPC, through its Administrative Services Division shall monitor the implementation of the utility services in accordance with the specifications and conditions of the contract.
- **6.** Payment by NPC to the Service Provider shall be on a monthly basis upon submission of billing statement and acceptance of output of the Service Provider in compliance with the provision of labor laws, rules and regulations.

- 7. In case of violation of any of the provisions of this Contract, the NPC shall issue written notice to the Service Provider of the violation on the provisions of this Contract with corresponding penalties:
 - 1st offense: Verbal warning thru head utility personnel
 - 2nd offense: Written warning
 - **3**rd **offense:** Termination of Contract and liquidated damages in accordance to government rules and regulations

8. DOCUMENTARY REQUIREMENTS

- Mayor's/Business permit
- PhilGEPS registration Number
- Income/Business Tax Return
- Omnibus Sworn Statement (Notarized)
- Submission of the following documents/certificates for each utility personnel will be required prior to deployment to NPC:
 - Curriculum vitae/Biodata
 - Certificate of Agency Training on proper housekeeping, cleaning and use of janitorial equipment for each utility personnel
 - Certificates from DOH-accredited health centers, NBI Clearance, Police Clearance and Barangay;

9. 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:

"The delivery terms applicable to this Contract are delivered at the Natinal Privacy Commission (East Banquet Hall, 5th floor, Delegation Building, Philippine International Convention Center, Pasay City). 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 *Mr. Joel Pagtulingan*.

10. 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:

- 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
- 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.

11. 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. 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. 2.2 The terms of payment shall be as follows: Payment by NPC to the Service Provider shall be on a monthly basis upon submission of billing statement and acceptance of output of the Service Provider in compliance with the provision of labor laws, rules and regulations. 4 The inspections and tests that will be conducted are: The inspections and tests will be conducted by the Inspection and Acceptance Committee of the National Privacy Commission and the end-user.

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	Qualified and skilled personnel with sufficient experience in general cleaning/maintenance of public office.	4	4	Within five (5) working days upon receipt of the Notice to Proceed.
2	Provision Cleaning Equipment/Tools in good running condition, as specified in Section VII. Technical Specifications			Within five (5) working days upon receipt of the Notice to Proceed.

I hereby undertake to comply and deliver all the above requirements.		
	-	
Company Name		
Name and Signature of Authorized Representa	tive	
——————————————————————————————————————		

Section VII. Technical Specifications

Technical Specifications

[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.]

Item	Specification	Statement of Compliance
1	1. SCOPE OF UNDERTAKING	
	The Service Provider shall provide a total of four (4) qualified and skilled personnel with sufficient experience in general cleaning/maintenance of public office.	
	1.1. Qualifications of Janitors/Utilities	
	1.1.1. Filipino citizen;	
	1.1.2. Male or female;	
	1.1.3. Not less than 18 years old;	
	1.1.4. At least high school graduate;	
	1.1.5. Well-trained, physically and mentally fit,	
	of good moral character and covered by appropriate clearances from DOH-accredited health centers, NBI, Police and Barangay;	
	1.1.6. Agency training on proper	
	housekeeping, cleaning and use of	
	janitorial equipment	
	1.2. Janitorial services shall render eight (8)-hour	
	work per day, six (6) days a week (Monday to	
	Saturday) in accordance with the scope of	
	service/work, standards, approved janitorial	

plan and manpower compliment and deployment plan.

- 1.3. In the event of resignation, absence with or without authorized leave of the janitor, the Service Provider undertakes to deploy a substitute/replacement immediately, without need of demand from the NPC. In case of failure of the Service Provider to comply with this term, the NPC has the right to deduct the corresponding payment from the monthly billing.
- 1.4. The Service Provider shall endorse and submit the names and information of the four (4) utility personnel that will be deployed in NPC and two (2) utility substitutes/replacement.
- 1.5. The Service Provider shall be responsible in supervising and monitoring its employees to ensure that they efficiently perform their duties and responsibilities as herein indicated;
- 1.6. The Service Provider shall always ensure that all the tools and equipment as required in the contract be available for use and that there will be no delays in the provision of general cleaning, maintenance and other related services.
- 1.7. Provision of janitorial works and other related services shall include all cleaning and sanitizing supplies as listed in Table 1-Schedule of Requirements.

The following shall be provided by the Service Provider:

Table 1. Schedule of Requirements

DESCRIPTION	QUANTITY
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Janitorial Service Janitorial Service Janitorial Service Four (4) utility/janitor that will provide services from Monday to Saturday Equipment/Tools a. Heavy Duty Wet and Dry Vacuum Cleaner with blower b. Mop Squeezer c. Step Ladder, (5ft) d. Floor Signage Cleaning Supplies and Materials Jec Jecs Jecs Cleaning Supplies and Materials Jourits Jourits Lipc Jecs Jecs Jecs Jecs Jecs Jecs Jecs Jec			
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y. Liquid Glass cleaner/washer 10 gals	x. Soft Glass Scraper Wiper	4 pcs	
	1 1		

	The following settle Service Prov	cope of work shall b vider:	e observed by
ITEM	SERVICES	ITEMS/AREAS TO BE CLEANED FREQUENCY	(Min. Requirem ents)
A.	JANITORIA	L SERVICES	
1.	Sweeping, mopping, spot scrubbing	Floor areas of the office building	Daily
2.	Dusting/da mp wiping and polishing	Vertical and horizontal surfaces; tables; chairs; cabinets; racks; computers / printers and other furniture/ equipment	Daily
3.	Trash removal: emptying and cleaning of waste cans/basket s and proper disposal of garbage	Waste cans and baskets	Daily/at the end of the day
4.	Cleaning, deodorizing and disinfecting	Comfort rooms; washrooms and pantries	Daily
5.	Shampooing / Vacuuming	Carpeted floor areas; fabric upholstery	Once a week
6.	Cleaning	Electric fans; refrigerators; lighting casings; window blinds; drinking water dispensers; shelves or filing cabinet	Daily

7.	General	All areas	Every
	cleaning		Saturday
В.	MISCELLANEOUS SERVICES		
1.	Carrying or h	auling of furniture	As
	and fixtures,	supplies, records,	Needed
	etc.		
2.	Other janitor	rial activities and	As
	related serv	ices that maybe	Needed
	assigned from	n time to time by	
	NPC officials	and employees.	
3.		all breakage and	Immediate
	electrical	malfunctions,	ly
	plumbing,	necessary repair	
	works, etc.		

2. PERFORMANCE ASSESSMENT

The Service Provider shall maintain satisfactory level of performance throughout the duration of the contract as prescribed in GPPB Resolution No. 24-2007 dated September 28, 2007. The performance assessment shall be done every six (6) months.

3. TECHNICAL CAPABILITIES

The Technical Proposal of prospective bidders shall also be evaluated in terms of the Bidders' technical competence to deliver efficient and quality janitorial services to the PROCURING ENTITY prescribed in the GPPB Resolution No. 24-2007 (September 28, 2007).

4. DUTIES AND RESPONSIBILITIES OF THE SERVICE PROVIDER

- 4.1. Provide and deliver, at its own expense all the required services such as: personnel; cleaning and sanitizing supplies/materials; equipment and tools as indicated in Table 1 Schedule of Requirements to the NPC at the start of operations, without need for demand.
- 4.2. The Service Provider shall provide supplies and materials good for two-weeks consumption to be turned-over to the NPC

- Supply Officer for recording and proper storing and should be made available for use and 100% operational at all times, with the withdrawal of each item to be monitored by NPC through the issuance of duly approved request.
- 4.3. In case of breakdown/malfunction of any delivered tools and equipment, the Service Provider shall provide the immediate replacement of the same.
- 4.4. The Service Provider shall be held responsible for any damage/destruction to any office furniture and fixtures, equipment, and plumbing fixtures due to the fault or negligence of its personnel.
- 4.5. Observe office rules and regulations prescribed by the NPC including subjecting all janitors to appropriate security inspection every time they enter and leave the premises.
- 4.6. The Service Provider shall comply with existing applicable labor laws, rules and regulations and warrant the payment of, to its personnel, salaries and allowances within the legal rates, benefits under SSS, PhilHealth, and Pag-ibig, and other statutory benefits provided under applicable laws, rules and regulations and should provide proof of the same as attachment to their billing.
- 4.7. Statutory increase in salaries, allowances, benefits, additional compensation shall be borne by NPC but the agency fee shall not be included in the computation of the increase.
- 4.8. Require their employees to always wear the prescribed uniform, identification card and safety gadgets.
- 4.9. The Service Provider must provide all necessary equipment and/or transportation services, if necessary, to its personnel in case of

community emergencies or calamities to continuously provide its service to NPC.

- **5.** The NPC, through its Administrative Services Division shall monitor the implementation of the utility services in accordance with the specifications and conditions of the contract.
- 6. Payment by NPC to the Service Provider shall be on a monthly basis upon submission of billing statement and acceptance of output of the Service Provider in compliance with the provision of labor laws, rules and regulations.
- 7. In case of violation of any of the provisions of this Contract, the NPC shall issue written notice to the Service Provider of the violation on the provisions of this Contract with corresponding penalties:
 - 1st offense: Verbal warning thru head utility personnel
 - 2nd offense: Written warning
 - **3**rd **offense:** Termination of Contract and liquidated damages in accordance to government rules and regulations

8. DOCUMENTARY REQUIREMENTS

- Mayor's/Business permit
- PhilGEPS registration Number
- Income/Business Tax Return
- Omnibus Sworn Statement (Notarized)
- Submission of the following documents/certificates for each utility personnel will be required prior to deployment to NPC:
 - o Curriculum vitae/Biodata
 - Certificate of Agency Training on proper housekeeping, cleaning and use of janitorial equipment for each utility personnel
 - Certificates from DOH-accredited health centers, NBI Clearance, Police Clearance and Barangay;

Thereby undertake to comply and deliver all the above requirements. Company Name				
Company Name	hereby undertake to	omply and deliver all	the above requirement	ts.
Company Name				
	Company Name			
Name and Signature of Authorized Representative	Name and Signature	f Authorized Repres	sentative	
Date				

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents Legal Documents Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); (a) Registration certificate from Securities and Exchange Commission (SEC), for sole proprietorship, or Department of Trade and Industry (DTI) Cooperative Development Authority (CDA) for cooperatives or its equivalent document, and Mayor's or Business permit issued by the city or municipality where the (c) 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** Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and Statement of the bidder's Single Largest Completed Contract (SLCC) similar (f)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 Original copy of Bid Security. If in the form of a Surety Bond, submit also a (g)certification issued by the Insurance Commission; Original copy of Notarized Bid Securing Declaration; and Conformity with the Technical Specifications, which may include (h) production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable; and Original duly signed Omnibus Sworn Statement (OSS); (i)and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder. Financial Documents (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)

(NFCC);

The prospective bidder's computation of Net Financial Contracting Capacity

	<u>or</u>
	A committed Line of Credit from a Universal or Commercial Bank in lieu of
	its NFCC computation.
	1
	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. FINA	NCIAL COMPONENT ENVELOPE
_	(m) Original of duly signed and accomplished Financial Bid Form; and
	(n) Original of duly signed and accomplished Price Schedule(s).
	(ii) Original of duty signed and accomprished trice schedule(s).
Othe	r documentary requirements under RA No. 9184 (as applicable)
	(o) [For foreign bidders claiming by reason of their country's extension of
	reciprocal rights to Filipinos Certification from the relevant government
	1 0 1 -
	office of their country stating that Filipinos are allowed to participate in
	government procurement activities for the same item or product.
	(p) Certification from the DTI if the Bidder claims preference as a Domestic
	Bidder or Domestic Entity.

