

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of GOODS

Government of the Republic of the Philippines

*Name of the Project : “1 Lot Supply of Labor and Materials for the
Housekeeping Services (3 years contract)”*

ITB No.: 084.23

Procuring Entity: Philippine Heart Center
East Avenue, Quezon City

Sixth Edition
July 2020

Preface

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

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

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

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

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

- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.

For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste

management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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

Philippine Heart Center

INVITATION TO BID FOR “1 Lot Supply of Labor and Materials for the Housekeeping Services (3 years contract)”

1. The *Philippine Heart Center (PHC)*, through the *PHC Corporate Operating Budget for CY 2023* intends to apply the sum of ***Php176,852,375.67*** being the ABC to payments under the contract for ***“1 Lot Supply of Labor and Materials for the Housekeeping Services (3 years contract)”***. Bids received in excess of the ABC shall be automatically rejected at bid opening.

Select this for lot-procurement:

The *Philippine Heart Center (PHC)*, through the *PHC Corporate Operating Budget for CY 2023* intends to apply the sum of *Php176,852,375.67* being the ABC to payments under the contract for each lot/item. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.

2. The *Philippine Heart Center (PHC)* now invites bids for the above Procurement Project. Delivery of the Good is required by **30 Calendar Days** Bidders should have completed, within ***the past 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. [*Select this paragraph if conditions (a), (c), and (d) under Section 23.4.1.2 of the 2016 revised IRR of RA No. 9184 do not exist:*] Bidding is restricted to Filipino citizens/sole proprietorship's, 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 *Philippine Heart Center (PHC)* and inspect the Bidding Documents at the address given below during *8:00 A.M to 4:00 P.M Monday to Friday*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on *September 21, 2023* 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 *Fifty Thousand Pesos. (Php50,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in cash and *presented by the authorized person*.

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

6. The *Philippine Heart Center (PHC)* will hold a Pre-Bid Conference¹ on *September 27, 2023, 11:00 A.M., DAPA MAB Bldg., PHC* 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 *October 11, 2023, 11:00 A.M.* Late bids shall not be accepted.

PHC-Bids and Awards Committee
DAPA MAB Bldg., PHC

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 *October 11, 2023, 11:00 A.M., DAPA MAB Bldg., PHC* Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. *[Insert such other necessary information deemed relevant by the Procuring Entity such as the use of a back-up data or cloud storage for large files uploaded for online bid submissions]*
11. The ***Philippine Heart Center (PHC)*** 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.
12. For further information, please refer to:

PHC-BAC Secretariat
Bids and Awards Committee
Philippine Heart Center
East Avenue, Quezon City
TelefaxNo. : 925-2401 local 4059
PHC website : www.phc.gov.ph

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.

13. You may visit the following websites:

For downloading of Bidding Documents: *www.phc.gov.ph*

RANULFO B. JAVELOSA, JR., M.D.
Chairman BAC for Infra, Medical Supplies & Services

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

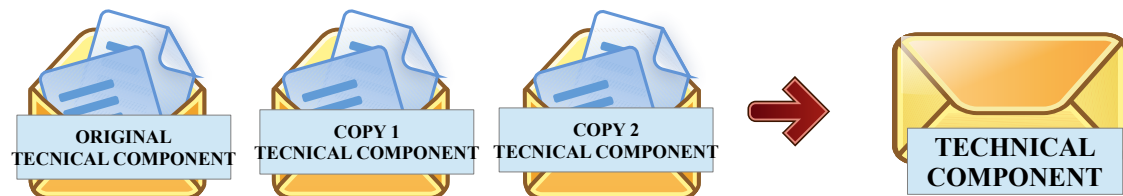
This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification,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

1. Color codes for folders

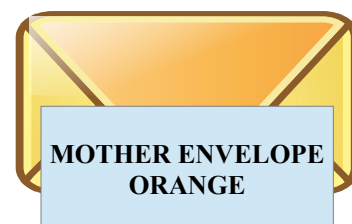
- 1.1. Folder 1 – (ORANGE) Eligibility and Technical Components
- 1.2. Folder 2 – (YELLOW) Financial Components

SAMPLE SEALING AND MARKING OF BIDS :

ORANGE



YELLOW



SAMPLE FORMAT OF LABELED ENVELOPE:

Original, Copy1 and Copy 2 of Technical & Financial Component :

ORIGINAL – TECHNICAL COMPONENT

RANULFO B. JAVELOSA, JR., MD.

Chairman BAC for Infra, Medical Supplies & Services

PHILIPPINE HEART CENTER

East Avenue, Quezon City

Project : **TITLE OF THE PROJECT**

ITB No. :

Submitted by : **BIDDER'S COMPANY NAME**

BIDDER'S CONTACT DETAILS

DO NOT OPEN BEFORE : DATE OF OPENING / TIME

ORIGINAL – FINANCIAL COMPONENT

RANULFO B. JAVELOSA, JR., MD.

Chairman BAC for Infra, Medical Supplies & Services

PHILIPPINE HEART CENTER

East Avenue, Quezon City

Project : **TITLE OF THE PROJECT**

ITB No. :

Submitted by : **BIDDER'S COMPANY NAME**

BIDDER'S CONTACT DETAILS

DO NOT OPEN BEFORE : DATE OF OPENING / TIME

2. Entries of bidding documents should be properly tabbed, Technical Specifications with paging and highlights.

Directions in filling up Schedule VII (Technical Specifications) – page 37
in filling-up the matrix on Statement of Compliance, the bidder shall provide relevant characteristics on each of the specific parameter such as its location in terms of the particular page, heading, and other provisions stated in the brochure, technical listing, operation manual.

To provide administrative ease in our evaluation, the bidder is required to provide a tab on each of the specific parameter (each correspondingly marked as Annex “A”, Annex “B”, etc.) for easy reference and validation purpose.

3. Provisions of certificates for items not found in the brochures
4. Provide listing of spare parts and accessories, if listed in the Technical Specification as a requirement.
5. For EQUIPMENT: demo unit should be of the same bid model
6. No video recording/picture taking while BAC Session is on-going
7. Observance of health safety protocols
8. Certificate of Simplified Supplier's Registration (CSSR) for a fee of *Php1,500.00* - OPTIONAL

1. Scope of Bid

The Procuring Entity, *Philippine Heart Center* wishes to receive Bids for the *1 Lot Supply of Labor and Materials for the Housekeeping Services (3 years contract)* with identification number *ITB.084.23*

[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]

The Procurement Project (referred to herein as “Project”) is composed of *[indicate number of lots or items]*, 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 *[PHC Corporate Operating Budget for CY 2023]* in the amount of *One Hundred Seventy-Six Million Eight Hundred Fifty-Two Thousand Three Hundred Seventy-Five and 67 centavos [Php 176,852,375.67]*.

2.2. The source of funding is:

- a. GOCC and GFIs, the proposed Corporate Operating Budget.

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 issuance's 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. *[Select one, delete other/s]*
 - a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - i.i. When the Goods sought to be procured are not available from local suppliers; or
 - b. 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.a.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

- 1.1.a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address *{insert if applicable}* and/or 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.a.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.a.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *the past 3 years* prior to the deadline for the submission and receipt of bids.
- 10.a.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:

1.1.a. For Goods offered from within the Procuring Entity's country:

- i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
- ii. The cost of all customs duties and sales and other taxes already paid or payable;
- iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
- iv. The price of other (incidental) services, if any, listed in e.

1.1.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.a.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.a.2. Payment of the contract price shall be made in:

- 1.1.a. Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration² 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 *[indicate date]*. 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.

ENVELOPE 1 shall contain the following Orange Folders in three separate envelopes properly marked as:

ORANGE FOLDER (1) – Original copies of Eligibility and Technical Documents as described in ITB Clause 20 (This should be enclosed in an envelope marked “*ORIGINAL ELIGIBILITY and TECHNICAL COMPONENT*”)

ORANGE FOLDER (2) - Original copies of Eligibility and Technical Documents as described in ITB Clause 20 (This should be enclosed in an envelope marked “*COPY NO.1 ELIGIBILITY and TECHNICAL COMPONENT*”)

ORANGE FOLDER (3) - Original copies of Eligibility and Technical Documents as described in ITB Clause 20 (This should be enclosed in an envelope marked “*COPY NO.2 ELIGIBILITY and TECHNICAL COMPONENT*”)

ENVELOPE 2 shall contain the following Yellow Folders in three separate envelopes properly marked as:

YELLOW FOLDER (1) – Original copies of the Financial Documents as described in ITB Clause 20 (This should be enclosed in an envelope marked “*ORIGINAL FINANCIAL COMPONENT*”)

YELLOW FOLDER (2) - Original copies of the Financial Documents as described in ITB Clause 20 (This should be enclosed in an envelope marked “*COPY NO.1 FINANCIAL COMPONENT*”)

YELLOW FOLDER (3) - Original copies of the Financial Documents as described in ITB Clause 20 (This should be enclosed in an envelope marked “*COPY NO.2 FINANCIAL COMPONENT*”)

²In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring 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. 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.

- 19.3. The Project shall be awarded as follows:

Option 1 – One Project having several items that shall be awarded as one contract.

- 19.4. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the

lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p style="margin-left: 40px;">a. <i>Housekeeping/Janitorial Services</i></p> <p style="margin-left: 40px;">b. completed within <i>the past 3 years</i> prior to the deadline for the submission and receipt of bids.</p>
7.1	<i>Not Applicable</i>
12	The price of the Goods shall be quoted DDP <i>[state place of destination]</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p style="margin-left: 40px;">a. The amount of not less than <u>Php3,537,047.51</u> ,if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p style="margin-left: 40px;">b. The amount of not less than <u>Php8,842,618.78</u> ,if bid security is in Surety Bond.</p>
19.3	<p><i>[In case the Project will be awarded by lot, list the grouping of lots by specifying the group title, items, and the quantity for every identified lot, and the corresponding ABC for each lot.]</i></p> <p><i>[In case the project will be awarded by item, list each item indicating its quantity and ABC.]</i></p>
20.2	<i>[List here any licenses and permits relevant to the Project and the corresponding law requiring it.]</i>
21.2	<i>[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]</i>

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

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 *{[Include if Framework Agreement will be used:]* or Framework Agreement} 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

- 6.1. 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.
- 6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[indicate name(s)]</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: <i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> 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

	<p>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.</p> <p>f. <i>[Specify additional incidental service requirements, as needed.]</i></p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <p>2.i.1.a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and</p> <p>2.i.1.b. in the event of termination of production of the spare parts:</p> <p>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</p> <p>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</p> <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <i>[indicate here the time period specified. If not used indicate a time period of three times the warranty period]</i>.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>[insert appropriate time period]</i> months of placing the order.</p>
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	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

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

A. Determination of Lowest Calculated Bidder

B. Detailed Bid Evaluation (Eligibility and Technical Specification)

C. Post-Qualification

The post-qualification shall verify, validate, and ascertain all statements made and documents submitted by the bidder with the Lowest Calculated Bid/Highest Rated Bid, using non-discretionary criteria, as stated in the Bidding Documents. These criteria shall consider, but shall not be limited to, the following:

Class “A” Documents

Legal Documents

1. Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages).
2. 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.
3. 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.
4. Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

5. 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.
6. 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;
7. 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;
8. • Conformity with the Technical Specifications
• Certificate of the Delivery Scheduled of the Product
• Certificate of Manpower Requirements

9. Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

10. 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;
11. 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

12. A duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
or
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

13. *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
14. Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.
15. Latest Income Tax Return (for monthly or quarterly tax remittance) *(Only tax returns filed and taxes paid through the BIR EFPS shall be accepted)*
16. Latest Business Tax (Percentage tax or VAT) Returns *(Only tax returns filed and taxes paid through the BIR EFPS shall be accepted)*
17. Duly Notarized Certificate of Exclusive/ Authorized Distributorship

18. For those who submitted a Notarized Statement to form a Joint Venture during the Opening of Bids, the Joint Venture Agreement will be submitted with a disclosure of the percentage of ownership of both parties.
19. All parties to the Joint Venture shall submit the following:
 - a) Latest Income Tax Returns (for monthly or quarterly tax remittance) *(Only tax returns filed and taxes paid through the BIR EFPS shall be accepted)*
 - b) Latest Business Tax (Percentage tax or VAT) Returns *(Only tax returns filed and taxes paid through the BIR EFPS shall be accepted)*
 - c) Certificate of PhilGEPS Registration (Platinum Membership)
20. Certificate of Good Standing, Completion, **AND** Acceptance from PHC. Said Certification must be issued within the past twelve (12) months from bid submission. (This is applicable only to prospective bidder **with** previous contracts and completed projects with the PHC entered into within the past three (3) years from the submission and receipt of bids); **OR**

Duly Notarized Certificate of Good Standing, Completion, OR Acceptance from at least one (1) previous client. Said Certification must be issued within the past twelve (12) months from bid submission. (This is applicable only to prospective bidders **without** previous contracts and completed projects with the PHC.)
21. Product Demonstration (if required through a written notification by the BAC)

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

[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.]

Directions in filling-up Schedule VII (Technical Specifications):

In filling-up the matrix on Statement of Compliance, the bidder shall provide relevant characteristics on each of the specific parameter such as its location in terms of the particular page, heading, and other provisions stated in the brochure, technical listing, operation manual, respectively.

To provide administrative ease in our evaluation, the bidder is required to provide a tab on each of the specific parameter (each correspondingly marked as Annex “A”, Annex “B”, etc.) for easy reference and validation purposes.

“ ANNEX A” - Technical Specifications

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (1.1.a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages).
- (1.1.b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document.
- (1.1.c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas.
- (1.1.d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

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

Financial Documents

- (k) The Supplier’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission;

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

Class "B" Documents

- (m) A duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
or
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

Or Certificate of Simplified Supplier's Registration (CSSR)

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

- (n) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

- (a) Original of duly signed and accomplished Financial Bid Form.
- (b) Original of duly signed and accomplished Price Schedule(s).

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__ at _____, Philippines.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant*

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

BID SECURING DECLARATION **Project Identification No.: *[Insert number]***

To: *[Insert name and address of the Procuring Entity]*

I/We, the undersigned, declare that:

2 I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.

3 I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.

4 I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:

a.i.1. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;

a.i.2. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and

a.i.3. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of *[month]* *[year]* at *[place of execution]*.
—

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]*

[Insert signatory's legal capacity]
Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

To: *[name and address of Procuring Entity]*

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- v. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- vi. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- vii. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount	Purpose of Commission or gratuity
---------------------------	--------	-----------------------------------

(if none, state "None")]

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

Price Schedule for Goods Offered from Within the Philippines
[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page ___ of ___

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Price Schedule for Goods Offered from Abroad

[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

Name of Bidder _____ Project ID No. _____ Page ___ of ___

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit Price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____



Technical Specifications (“ANNEX A”)
Project: 1 Lot Supply of Labor and Materials for the Housekeeping Services (3 years contract)

I. BACKGROUND

The Philippine Heart Center (PHC) has three buildings namely; Hospital Building (HB), Medical Arts Building (MAB) and Service Building. The Hospital Building has a total area of 25,890.68 sq. m. wherein there are 293 beds and host of diagnostic sections and five (5) operating rooms. The Medical Arts Building has a total area of 29,404.64 sq. m. and the Service Building which houses our generator sets, boiler, cooling towers, STP, has a total area of 1,887.01 sq. m. The entire grounds and perimeter which cover 2.7 hectares of land area cover the janitorial services required by PHC.

In line with its thrust to become transparent in all its transactions, and to choose the most qualified responsive bidder, it has decided to conduct a public bidding for the operation, maintenance and repair services for our plant and facilities through our Bids and Awards Committee (BAC) adopting the new Executive Order #40, Consolidating Procurement Rules and Procedures for all National Government Agencies, Government-Owned or Controlled Corporations and Government Financial Institutions, and Requiring the use of the Government Electronic Procurement System (GEPS).

II. OBJECTIVE

To ensure that only the most competent, qualified and able janitorial services contractor be chosen for the purpose of cleaning and maintaining the sanitary condition of the premises and areas occupied by the Philippine Heart Center including its perimeter and pocket gardens.

III. SCOPE

A. General Scope of Works

- a.1. To provide an efficient and dependable cleaning maintenance, gardening and janitorial services at all times, by providing the Philippine Heart Center (PHC), well-trained, experienced and courteous maintenance personnel, including gardeners and landscapers.
- a.2. To keep the premises and areas occupied by the Medical Arts Building, Medical Arts Building Annex, Hospital Building, and Nuclear Medicine Building, driveways, arcades, parking areas, and other concrete pavements, landscaped & other areas of the PHC defined by its fences in clean and sanitary condition and to maintain at all times a high standard of cleanliness in and around the premises.
- a.3. To observe the following routine or schedule of cleaning maintenance and gardening services.

B. Specific Scope of Works

b.1. Daily Operations

- b.1.1. Sweeping, mopping and polishing of floors and scrubbing of areas where traffic occurs heavily in order to insure cleanliness at all times.
- b.1.2. Dusting and cleaning of all machines and equipment, glass doors and fixed glass panels, wooden doors, door jambs, door louvers, glass windows, window ledges, folding partitions, furniture, table tops, chairs, cabinets, filing shelves, books, files and all other horizontal and vertical spaces including ceilings and non glass walls, as well as the kalantas panels of the hospital corridors.
- b.1.3. Cleaning, sanitizing and air freshening of toilets and washrooms which include the use of effective cleaning, sanitizing and air-freshening agents on lavatories, water closets, showers and slop sinks.
- b.1.4. Disposal of trash, rubbish and garbage from the confines of the building to the garbage collection pit provided for the purpose.
- b.1.5. Cleaning of waste paper containers, pencil sharpeners, trash cans, plant boxes, drinking fountains, directional signs and stands and the like, as well as office and lobby wall directories.

Technical Specifications (“ANNEX A”)
Project: 1 Lot Supply of Labor and Materials for the Housekeeping Services (3 years contract)

b.1.6. Sweeping and polishing of stairways, elevator cars, elevator railings, brass wall plates and other signs of similar finish.

b.1.7. Sweeping dry and wet vacuuming of carpeted areas.

b.1.8. Spraying of toilets and certain areas (lobby, function rooms, Executive Offices, Department Heads and Supervisor's Office among others) with deodorants and fresheners.

b.1.9. Watering of plant, pruning of plants, cultivation of soil for regular maintenance of garden.

b.1.10. Propagation of ornamental plants' seedlings.

b.2. Weekly Operations

b.2.1. Washing, scrubbing, waxing and polishing of all floors.

b.2.2. Dusting of lighting fixtures, light and aircon diffusers hanging lamps, and paging speakers.

b.2.3. Washing and cleaning of inside glass doors, windows and panels and outside windows of panel up to the height of the scaffolding.

b.2.4. Cleaning, waxing and polishing of office furniture, fixtures, counters and shelves.

b.2.5. Re-touching and vacuuming of carpeted areas and upholstered office furniture using appropriate machine.

b.2.6. Pullout and return of potted plants assigned in the different offices.

b.2.7. Shredding of leaves for processing to organic fertilizer.

b.3. Monthly Project Operations

b.3.1. Thorough general cleaning by way of washing, stripping & scrubbing especially of deep-seated grime and dirt on the floor. Buffing and polishing of all floors.

b.3.2. Thorough cleaning and washing of inside walls, ceilings and stairways.

b.3.3. Thorough cleaning, sanitation and disinfection of all washrooms and toilet fixtures and removal of deep-seated stains, grime & dirt.

b.3.4. Thorough inspection and removal of stain marks and deep seated grime & dirt on carpeted areas and upholstered furniture.

b.3.5. Thorough washing and cleaning of light diffusers, vertical blinds, aircon diffusers, ceilings, outside walls and other areas that require thorough washing, cleaning and removal of deep seated grime & dirt.

b.3.6. Re-landscaping and re-designing of existing garden landscapes both indoor and outdoor.

b.3.7. Trimming of plants leaves and trunks

b.3.8. Application of fertilizer and pesticides or when need arises.

Technical Specifications (“ANNEX A”)
Project: 1 Lot Supply of Labor and Materials for the Housekeeping Services (3 years contract)

C. Manning Requirements

c.1. Number of Personnel:

30 days personnel - 119 (107 day shift; 2 Supervisors and 10 night shift)

26 days personnel - 53 (50 day shift; 2 Supervisors and 1 Secretary)

TOTAL 172

c.2. There should be one (1) supervisor assigned for every 35 personnel to carry out the services. These services shall be twenty four (24) hours a day, in a shifting arrangement that shall be so designed by the PHC in consultation with the Contractor to result in a six (6) days, eight (8) hours work per day or forty eight (48) hours work per week for each person.

c.3. The Janitors should undergo medical examination including Hepa-B screening and immunization, ***including complete vaccination and booster for COVID-19 before deployment.***

c.4. Provide a secretary to perform the clerical work of the janitorial office and whose salary & remuneration will be for the account of the Heart Center.

D. Duration Of Contract

d.1. The duration of contract shall be on a 3-year basis

d.2. The Approved Budget for the Contract (ABC) is P176,852,375.67 (January 1, 2024 to December 31, 2023)

d.3. The bid prices for the contract shall be fixed except for:

d.3.1. Increase in the minimum daily wage pursuant to law or new wage order issued after date of bidding;

d.3.2. Increase in taxes; and

d.3.3. If during the term of the contract, the PHC through its end-user sees the needs to increase or decrease the number of janitorial personnel provided that the resulting cost of the said increase or decrease in the ABC for the relevant year is not exceeded.

E. Qualifications

e.1. Chief Supervisor:

- finished at least 2nd year college

- supervised at least 100 personnel in a hospital setting (certificate of employment required)

- hospital experience in janitorial work with at least two (2) years supervisory function

- trained in the deployment of personnel in the hospital setting.

- knowledge in the use of housekeeping chemicals (certificate from TESDA accredited company required)

- knowledge in garbage coding and wastes segregation

e.2. Supervisors:

- finished at least 2nd year college

- supervised at least 50 personnel in a hospital setting (certificate of employment required)

- hospital experience in janitorial work with at least one (1) year supervisory function

- knowledge of garbage coding and wastes segregation

- knowledge in the use of housekeeping chemicals (certificate from TESDA accredited company required)

Technical Specifications (“ANNEX A”)
Project: 1 Lot Supply of Labor and Materials for the Housekeeping Services (3 years contract)

- e.3. Secretary:
- at least a graduate of 2 -year secretarial course
 - experience in preparation of reports and other communication. Must be computer literate.
- e.4. Healthcare Waste Janitor:
- at least high school graduate
 - has at least six (6) months experience in janitorial works and in handling healthcare waste (certificate of employment required)
 - knowledge in garbage coding and wastes segregation
- e.5. Area Janitor:
- at least high school graduate
 - well-trained and with at least 6 months experience in hospital janitorial works (certificate of employment required)
 - knowledge of garbage coding and wastes segregation
 - knowledge in handling of janitorial chemicals (certificate from TESDA accredited company required)
- e.6. Gardener:
- at least high school graduate
 - has experience in the care, handling and propagation of plants (certificate of employment required)
 - preferably knowledgeable in landscaping design and maintenance
 - knowledge in handling grass cutter and other gardening tools

F. Terms & Conditions

Direct supervision of janitorial personnel and daily operations is under the Chief Supervisor. While quality service management, cleaning improvements and value-added services are managed through janitorial mother company.

1. Assignment of a Janitorial Coordinator

- The Janitorial Agency will assign a Project Coordinator to be directly in-charge of its over-all operations. The Project Coordinator will be the point person directly in touch with the client's representative and will be in-charge of over-seeing janitorial operations.

- The Project Coordinator's responsibilities include the following:
 - random and periodic visit at the property to check on personnel and operations;
 - regular meetings with the client to discuss operations, improvements and other programs;
 - evaluation of personnel in relation to their performance, and overall departments;
 - analysis and evaluation reports in order to provide recommendations toward the enhancement of operations;
 - ensure and monitor agency's compliance to client's quality improvement programs.

2. Management Support

- Management Team is composed of Agency's Logistics, Human Resource and Operations. The Team shall provide assistance and provisions as required in the performance of their functions with the clients.

- direct monitoring of the janitorial operations at the site to evaluate personnel performance, ensure logistics are in good condition and materials/equipment are supplied on time.
- in no time that salaries of janitors be delayed or not given on time
- ensure that personnel deployed to client are properly screened at the main office.

3. Periodic Reporting and Meetings

- Toolbox meeting are conducted once every week; spearheaded by the Chief Supervisor and attended by coordinator.

Technical Specifications (“ANNEX A”)
Project: 1 Lot Supply of Labor and Materials for the Housekeeping Services (3 years contract)

4. Incident Response and Emergency Support

- All Agency personnel are required to provide emergency response at 24/7.

5. Performance Evaluation

- All Agency personnel shall be subject to periodic performance evaluation, frequency of which will be coordinated with the client. Personnel are assessed on their knowledge of there area functions and responsibilities.

6. Minimum Standard Equipment and Accessories

<i>Qty</i>	<i>Specifications</i>
350 sets	Floor mops (color coded aluminum handle; mop heads included)
90 sets	Mop head squeezers (Rubbermaid)
160	Plastic pail (5 gals. capacity) – to be used as containers for individual janitorial supplies and for “double bucket” mopping
18 sets	Heavy duty vacuum cleaner (wet & dry)
45 sets	Floor polishers with pad holder (Wilson brand or its equivalent)
9 units	Ultra High Speed Floor Polisher
5	Aluminum ladder (A type) 5 ft., heavy duty
2	Aluminum ladder (A type) 10 ft., heavy duty
3	Grass cutting machine (in good working condition at all times)*
1 set	Scaffolding 60 ft. high (with complete accessories)
4	Long-handle heavy duty glass window squeegee (extendable handle up to 12ft.)
4 pcs	Wheel barrow
8 pcs	Rake
8 pcs	Shovels
8 pcs	Spade
10 sets	Water hose (150 ft. w/ sprinkler, complete accessories)
9 pcs	Trowel
9 pcs	Sickles
10 pcs	Pruning scissor (heavy duty)
9 pcs	Grass scissors (heavy duty)
2 sets	Long handle pruning shear (with extendable handle up to 16 ft)
4 units	Garden sprayer (1- 2 liter capacity)
5 pcs	Bolo (with 16” inch heavy duty blade)
100 pcs	Tong (approx. 12” inch long)
100 pcs	Spatula
20 pcs	Janitorial carts (Rubbermaid brand or equivalent)
20 pcs	Raincoat
80 pcs	Precautions signs (plastic, A Type) with corresponding plastic caution tape
10 pcs.	Precaution sign (plastic, cone type) with 5 meters plastic chain
70 pcs	Short handle glass window squeegee; heavy duty
2 units	Utility cart with foldable handle, 150 kg capacity

Technical Specifications (“ANNEX A”)	
Project: 1 Lot Supply of Labor and Materials for the Housekeeping Services (3 years contract)	
1 unit	Utility cart with foldable handle, 250 kg capacity
2 units	Utility cart with GI sheet flooring with 24 inches railing support and opening in one side.
2 units	Utility cart with GI sheet flooring and 24 inches railing support in all sides
3 units	Rolling garbage bin; 50 liters capacity
1 unit	Two-Wheeled Trolley; heavy duty
3 sets	Carpet cleaner and dirt extractor with complete accessories and supplies

7. Minimum Standards Janitorial Supplies

<i>Qty</i>	<i>Specifications</i>
5 pcs/semester	Ceiling broom
4 gal/sem	Carpet shampoo (fiber clean)
20 pcs/quarter	Stripping pads
70 pcs/quarter	Plastic broom (short-handled)
25pcs/quarter	Hand brush
15 pcs/quarter	Push brush (with wooden handle)
55 pcs/quarter	Toilet bowl brush (plastic handle)
250 pcs/quarter	Trigger sprayer; heavy duty
40 pcs/month	16” Polishing pads (red/brown)
300 pcs/month	Scotch brite scrubbing pad
450 pcs/month	Mop heads (cotton)
60 pcs/month	Doormat (cotton)
180 pairs/month	Laundry gloves; heavy duty
500 pcs/month	Rags for dusting (white)
5 pcs/month	Soft broom
20 pcs/month	Stick broom
30 cans/month	Lysol disinfectant spray; 170ml
30 pcs/month	Steel wool (for buffing of marble floor)
35 gal/month	Heavy duty Neutral Disinfectant Cleaner (Mean Green)
15pcs/month	20 inches Polishing pad, red (for ultra high speed polisher)

8. Payment Terms

Any payment shall be subject to prior submission of the documents provided for under the following statements hereof and government accounting and auditing rules and regulations:

1. As a pre-requisite for payment to the agency for janitorial services rendered under this contract, the agency shall submit to the Accounting Division of the Institution the following documents:

1.1 On a monthly basis, proof of prompt payment by the agency for monthly Social Security, Philhealth and State Insurance, Pag-Ibig and other legally mandated benefits of its janitors such as the Contributions Payment Return (Form R5) for SSS Contributions remitted by the agency in favor of the janitor.

1.2 Quarterly Contribution List (Form R3) and clearance from the Social Security System of remittances credited to the concerned individuals janitors of the agency.

Technical Specifications (“ANNEX A”)
Project: 1 Lot Supply of Labor and Materials for the Housekeeping Services (3 years contract)

1.3 Official Certification issued by the agency of payment having released to and received by each janitor of their wages and other compensation benefits, to which shall attach an original copy of the payroll with their signatures thereon, indicating the amount received, including the corresponding back remittances for the payroll.

Any delay in the payment of any amount to the agency under this Contract due to the agency's delay in the submission of the foregoing documents shall not in any way prejudice the timely payment by the agency of the salaries of the janitors.

9. Other General Conditions

1. That in order to carry out the maintenance, janitorial and sanitation services, the SERVICE AGENCY shall furnish its personnel with all the necessary equipment, supplies and materials for its own account. The PHILIPPINE HEART CENTER (PHC) may inspect the above at any time through its duly authorized representative. The SERVICE AGENCY shall hold the PHC free from any liability arising from loss or damage of such materials and equipment.

2. For the performance of the foregoing maintenance and sanitation job, the SERVICE AGENCY shall furnish the services of healthy, reliable, honest, professionally trained and carefully selected personnel who have the necessary adequate Medical (including drugs test), NBI and Police Clearances.

3. The SERVICE AGENCY's personnel shall be provided with adequate uniforms and appropriate Identification Cards at the expenses of SERVICE AGENCY, which shall be worn by the janitors at all times for proper identification.

4. Each of the SERVICE AGENCY's personnel shall personally punch-in and out his/her daily time card to enter his/her true and correct time entries on logbook of the daily attendance of such personnel which shall be kept and maintained by the security officer assigned to the PHC. The absences and undertime to be incurred by any of them shall be deducted from the monthly payment of services rendered pursuant to the provisions of this TOR directly in proportion to the agreed contract rate.

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

6. The SERVICE AGENCY shall comply with all existing labor laws, including minimum wage, 13th month pay, service incentive leaves with pay, SSS/Philhealth/EC/PAG-IBIG Premium contributions and other mandatory benefits as prescribed by law for all its employees assigned to the PHC. For this purpose, the SERVICE AGENCY shall submit monthly upon presentation of the bill, a sworn certification that it has paid the wages, allowances and other monetary benefits of its employees assigned to the PHC in accordance with all labor laws and adjustments mandated.

The SERVICE AGENCY shall submit a monthly payroll as proof of compliance that the employees assigned to the PHC have received or have been receiving their wages and other social legislations. Failure on the part of SERVICE AGENCY to submit the required sworn certification and monthly payroll shall emolument to the concerned employees for services actually rendered. It is understood that upon presentation of the corresponding bill thereof a sworn certification shall be submitted to the PHC to the effect that the wages of the janitors including other emoluments and/or allowances due them for the preceding month have all been paid.

7. The PHC shall have the right to automatically terminate the contract in case any of its stipulations and covenants are violated by SERVICE AGENCY upon notice to the latter.

8. There shall be no employee-employer relationship between the PHC and the SERVICE AGENCY as well as with the persons whom the SERVICE AGENCY may assign to perform the services subject of the contract. The SERVICE AGENCY hereby acknowledges that no authority has been conferred upon it by the PHC to hire any person on behalf of the PHC and that the persons assigned by the

Technical Specifications (“ANNEX A”)

Project: 1 Lot Supply of Labor and Materials for the Housekeeping Services (3 years contract)

SERVICE AGENCY to perform the services called for under this TOR are not employees of the PHC and are not in any way or manner connected with or related to the PHC. It is expressly understood and agreed that the persons to be assigned to PHC shall remain the employees of the SERVICE AGENCY. As such, the SERVICE AGENCY warrants that it shall fully and faithfully comply with all laws, rules and regulations, existing or which may hereinafter be enacted, pertaining to employment of labor including but not limited to the requirement of the Labor Code, as amended, and the Social Security Act. The SERVICE AGENCY hereby warrants and holds the PHC free from any liability arising out of any accident that may befall the SERVICE AGENCY’s employees while performing their duties at the PHC’s premises.

10. Pre-Termination/Termination of Contract

The failure of the agency to submit the documents required stated in Payment Terms hereof as pre-requisite for payment to the agency in consideration of the janitorial services rendered earlier than five (5) days prior to the date of payment shall constitute a valid ground for the institution to withhold any payment due to the agency pending its compliance or unilaterally rescind, revoke or terminate this contract.

It is the exclusive obligation of the agency to pay the salaries/wages of its janitors every 10th day of every month (for payment due on the 30th day of the preceding month), every 25th day of every month (for payment due on the 15th day of the month), including claims and government mandated benefits, inclusive of such days declared as holidays or non-working days by appropriate authority.

Should the 10th day or the 25th day fall on weekend, holiday or non-working day, the salaries/wages of the janitors should be paid by the agency on the working day immediately preceding such weekend, holidays or non-working days.

The agency hereby warrants that it has the financial capacity to pay salaries, wages and other compensation benefits due to the janitors under this contract.

Failure on the part of the agency to pay the salaries, wages and other compensation benefits of the janitors shall be deemed a breach of this contract.



PHILIPPINE HEART CENTER
East Avenue, Quezon City

BID FORM

PROJECT : 1 LOT SUPPLY OF LABOR AND MATERIALS FOR HOUSEKEEPING SERVICES (3 YRS CONTRACT)
(ITB.084.23)

A. MANPOWER COST					
Factor	313	313	394.4	394.4	394.4
	SUPERVISOR	JANITORS AND SECRETARY	SUPERVISOR	JANITORS	JANITORS
	(26 Days)	(26 days)	(30 days)	(30 days)/DS	(30 days)/NS
Daily Rate	610.00	610.00	610.00	610.00	610.00
Equivalent Monthly Rate (Basic Pay)					
(610 x 313 /12)	15,910.83	15,910.83			
(610 x 393.5 /12)			20,048.67	20,048.67	20,048.67
13 th month Pay (Factor/12 x 1/12)					
(610 x 313 /12 x 1 /12)	1,325.90	1,325.90			
(610 x 365 /12 x 1 /12)			1,546.18	1,546.18	1,546.18
5 days Incentive Pay (610 x 5 /12)	254.17	254.17	254.17	254.17	254.17
Uniform Allowance	100.00	100.00	100.00	100.00	100.00
Night Differential (Monthly Rate x 10%)					2,004.87
Total Manpower Cost	17,590.90	17,590.90	21,949.01	21,949.01	23,953.88
B. AMOUNT DUE TO GOVERNMENT					
SSS Premium					
(Basic + 5 days incentive)					
[bracket P16,265/ P20,357.09/ P22,357.38)	1,567.50	1,567.50	1,900.00	1,900.00	1,900.00
Philhealth (Basic x 5% /2)	397.77	397.77	501.22	501.22	501.22
ECC	30.00	30.00	30.00	30.00	30.00
Pag-Ibig	100.00	100.00	100.00	100.00	100.00
Total Amount due to Government	2,095.27	2,095.27	2,531.22	2,531.22	2,531.22
C. Total Manpower Cost + Total Amt due to Gov't	19,686.17	19,686.17	24,480.23	24,480.23	26,485.10

D. OTHERS					
ADMIN FEE (C x 10%)					
SUPERVISOR'S ALLOWANCE					
Total					
E. TOTAL (C & D)					
F. VALUE ADDED TAX (12% of E)					
G. RATE PER JANITOR (E & F)					
NUMBER OF PERSONNEL	2	51	2	107	10
H. RATE PER MONTH					
X 12 months	12	12	12	12	12
I. TOTAL CONTRACT RATE PER YEAR					
J.ABC PER YEAR					
K. x 3 YEARS (January 1, 2024 to December 31, 2026)					

NOTE: Please fill-up items D to K

1. Free of Charge (FOC) or (0.00) is not ACCEPTABLE