



Republic of the Philippines
Office of the President
Philippine Sports Commission

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

**Procurement of Janitorial Services
for
Philippine Sports Commission Venues
(Negotiated Procurement – Two Failed
Biddings)**

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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 for Negotiated Procurement



Republic of the Philippines
Office of the President
Philippine Sports Commission

Invitation for Negotiated Procurement (Two Failed Biddings)

1. The Philippine Sports Commission, through its Bids & Awards Committee, invites technically, legally and financially capable service providers to participate in the negotiation of the project:

Project Title	Approved Budget for the Contract (ABC)
Procurement of Janitorial Services for Philippine Sports Commission Venues (Negotiated Procurement – Two Failed Biddings) [PSCBAC-11-2023]	₱47,623,656.50

2. The prospective service provider shall possess a similar contract amounting to fifty percent (50%) of the ABC.
3. Negotiation shall be conducted in accordance with Section 53.1 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 (Negotiated Procurement – Two Failed Biddings). The selection of the successful offer shall be based on the best and final offer that will be submitted on the set deadline by the BAC and which would meet the minimum technical specifications required.
4. The Contract for Janitorial Services shall be for a period of two (2) years from receipt of the Notice to Proceed.
5. The schedule of BAC Activities are follows:

BAC Activities	Schedule
Issuance of Negotiation Documents	23 May to 13 June 2023
Negotiation Conference	1 June 2023 – 10:00 am Administration Building, Rizal Memorial Sports Complex, P. Ocampo Sr. St., Malate, Manila
Submission and Opening of Eligibility, Technical and Financial Documents	13 June 2023 – 10:00 am Administration Building, Rizal Memorial Sports Complex, P. Ocampo Sr. St., Malate, Manila
Approval and Issuance of Resolution, Notices of Award, Contract and Proceed	Subject to usual guidelines as stated in RA No. 9184 and its Implementing Rules and Regulations

6. A complete set of Negotiation Documents may be secured at the BAC Office, 2nd Floor, Administration Building, Rizal Memorial Sports Complex, P. Ocampo Sr., St., Malate,

Manila from Mondays to Fridays, 8:00 am to 5:00 pm, upon payment of the applicable fee pursuant to the latest guidelines issued by the GPPB in the amount of ₱25,000.00.

7. The Philippine Sports Commission reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

25 May 2023

(Sgd.)
ATTY. GUILLERMO B. IROY, JR.
Chairman, Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Philippine Sports Commission**, wishes to receive Bids for the **Procurement of Janitorial Services for Philippine Sports Commission Venues (Negotiated Procurement – Two Failed Biddings)**. with identification number **PSCBAC-11-2023**.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **FY 2023** in the amount of **Forty-Seven Million Six Hundred Twenty-Three Thousand Six Hundred Fifty-Six Pesos and 50/100 (₱47,623,656.50)**.

2.2. The source of funding is:

a. Philippine Sports Commission (PSC) Funds.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

- 7.1. The 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:

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

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address Ground Floor, Administration Building, Rizal Memorial Sports Complex, P. Ocampo Sr. St., Malate, Manila as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the

IB, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

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

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

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

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **one hundred twenty (120) calendar days from the date of opening of bids**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1.** The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2.** If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3.** The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the

2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

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

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. Procurement of Janitorial Services</p> <p>b. Completed within three (3) years prior to the deadline for the submission and receipt of bids.</p>
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP Manila 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>a. The amount of not less than ₱952,473.13 <i>[two percent (2%) of ABC]</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than ₱2,381,182.82 <i>[five percent (5%) of ABC]</i> if bid security is in Surety Bond.</p>
19.3	No further instructions.
20.2	No further instructions.
21.2	<p>The bidder shall submit one original and one duplicate copy of the first and second components of its Bid, both of which should be placed in one mother envelope.</p> <p>The minimum number of years of experience of the bidder must be at least five (5) years.</p> <p>Additional Requirements to be submitted during Post-Qualification:</p> <p>a. Certificate of Site Inspection for RMSC, Philsports, Baguio and other venues issued by the Chief of Sports Facilities Division.</p> <p>b. Certificate of Registration issued by the Department of Labor and Employment (DOLE).</p> <p>c. Sworn statement stating that the Company has not been finally adjudged by any court of competent jurisdiction or Government Agency (i.e. NLRC) to have violated any labor law or social legislation law.</p> <p>d. SSS, PHILHEALTH, and PAG-IBIG certification of no delinquency of monthly premium payments for both the employer and employees of the janitorial agency concerned from January to December 2022. The</p>

	<p>certification must be secured where the principal place of business of the prospective bidder is located.</p> <p>e. Sworn Statement that the cleaning materials/solutions supplies that the bidder is going to use for janitorial services in the PSC have been approved by the Food and Drug Administration (FDA) and is included in the list/notified products of FDA.</p> <p>f. Certificate of Commendation of Satisfactory Performance issued by clients and/or End-User's Certificate or Performance Evaluation issued by PSC for bidders who have contract/s with PSC to be issued by the Chief of Sports Facilities Division.</p> <p>g. Company Profile and Company Operations Manual.</p> <p>h. Organizational Chart.</p> <p>i. Duly signed and notarized statement of availability of key personnel for RMSC, Philsports, Other Venues & Baguio that may be used for the Contract, supported with a list, to include names of the janitors.</p> <p>j. Duly signed and notarized statement of availability of equipment, owned, under lease; or a purchase agreement that may be used for the contract supported by a list of said equipment together with proof of ownership or contract of lease and list of other equipment that will be used in the contract.</p> <p>k. Registration certificate from Securities and Exchange Commission (SEC) [Certificate of Incorporation, Articles of Incorporation and ByLaws], Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent Document.</p> <p>l. Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located.</p> <p>m. Tax clearance per E.O. No. 398,s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).</p> <p>n. 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.</p>
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Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

- 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

Special Conditions of Contract

GCC Clause	
1	<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>The delivery terms applicable to this Contract are delivered Manila, Philippines. 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 the Chief, Sports Facilities Division, Philippine Sports Commission.</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:</p> <ul 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
	<ul style="list-style-type: none"> e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Spare Parts –

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

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

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of *three times the warranty period*.

Spare parts or components shall be supplied as promptly as possible, but in any case, within one month of placing the order.

Packaging –

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

	<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	The terms of payment shall be as follows: payment shall be allowed after complete submission of necessary documents as required by the Procuring Entity.
4	The inspections and tests that will be conducted are: None.

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Procurement of Janitorial Services	149 Janitors	149 Janitors	The Contract shall be for a period of 2 years from receipt of the Notice to Proceed

Section VII. Technical Specifications

Technical Specifications

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

7	PSC Performance Criteria – Annex G	
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Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

General Information

1. Name of Bidder _____
2. a. Office Address _____
b. Telephone No. _____
c. Fax No. _____
d. Email Address _____
3. a. Authorized Managing Officer (AMO) _____
b. Citizenship _____
c. Position / Designation _____
4. Type of Organization (please check)

<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Corporation
<input type="checkbox"/> Partnership	<input type="checkbox"/> Others, specify

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

Technical Documents

- ☐ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid.
For government contracts, the bidder must attach copies of the Notice of Award, Contract and Notice to Proceed. For private contracts, the bidder must attach copies of the Contract; **and**
- ☐ (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents. For government contracts, the bidder must attach a copy of the Notice of Award, Contract and Notice to Proceed. For private contracts, the bidder must attach a copy of the Contract; **and**

- ☐ (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (f) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

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

Class "B" Documents

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

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

- ☐ (i) *[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.
- ☐ (j) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

II. FINANCIAL COMPONENT ENVELOPE

- ☐ (a) Original of duly signed and accomplished Financial Bid Form; **and**
- ☐ (b) Original of duly signed and accomplished Price Schedule(s)/Cost Distribution Schedule.



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:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. 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 and Purpose of CurrencyCommission 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 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:

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: _____

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:

1. 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.
2. 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.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. 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
 - c. 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]

Contract Agreement Form for the Procurement of Goods (Revised)

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

THIS AGREEMENT made the ____ day of _____ 20____ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures in specified currency]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.

4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

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

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]

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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]

COST DISTRIBUTION

Days worked per week	6 days
No. of days per year	313
	8 hrs work/day

New Daily Wage (DW inclusive of COLA)	P	
Daily Wage		
Average Pay/month (DW x No. of Days/yr/12)	P	
13TH Month Pay (DW x No. of Days/yr/12/12)		
5 Days Incentive Pay (DW x 5/12)		
ECF (Employees Compensation Fund)		
SSS Premium		
Philhealth Contribution (Employer's share)		
Pag-IBIG Fund		
Cost of Janitor		
No. of Janitors		
A. Total Amount to Janitor and Government	P	
B. Supplies Provision (Average Monthly Cost of Supplies)		
C. *Agency Fee		
D. Value Added Tax ((A+B+C) x 12%)		
MINIMUM CONTRACT RATE per month	P	
MINIMUM CONTRACT RATE per year	P	

Name	:	
In the capacity of	:	
Signature	:	
Duly authorized to sign Bid for and on behalf of	:	
Date	:	

Sworn Statement that the Cleaning Materials/Solutions/Insecticide/Air Freshener/Disinfectant that the Bidder is going to use for Janitorial Services in the Philippine Sports Commission (PSC) have been Registered with and Approved by the FDA and FPA/Commitment of Compliance

Name of the Procuring Entity

Name of Project

Location of the Project

AFFIDAVIT

I, (Representative of the Bidder), of legal age, (civil status), Filipino and residing at (Address of the Representative), after having been duly sworn to in accordance with the law, depose and state:

1. That I am the duly authorized representative of (Name of Company) with office address at _____;
2. That in compliance with the requirement of the Philippine Sports Commission (PSC), I affirm that our company have verified and confirmed that the cleaning services in PSC, if awarded the contract, have been registered with the appropriate agency—the Food and Drugs Administration (FDA) and/or Fertilizer and Pesticide Authority (FPA) by its respective manufacturers/importers/distributors;
3. That I am executing this affidavit to attest to the truth of the foregoing statements; as one of documentary requirements of PSC, and for whatever legal intents and purposes it may serve.

FURTHER AFFIANT SAYETH NAUGHT.

AFFIANT

SUBSCRIBED AND SWORN TO before me this _____ day of _____ 2023, affiant exhibiting to me his/her _____ No. _____ issued on _____ at , Philippines.

(NOTARY PUBLIC)

Until
PTR No.
Date
TIN

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

List of FDA/FPA Registered Household Products to be used for Janitorial Services in PSC

Product	Manufacturer/Distributor	Brand Name	Registration No.	Registering Agency (Indicate if its FDA of FPA)
1. Insecticide, Aerosol Spray, Multi-insect (Branded)				
2. Air Freshener, Aerosol Spray (Branded)				
3. Furniture Polish, Aerosol Spray (Branded)				
4. Disinfectant, Aerosol Spray (Branded)				
5.				
6.				
7.				
8.				
9.				
10.				



Republic of the Philippines
Office of the President
Philippine Sports Commission

Invitation for Negotiated Procurement (Two Failed Biddings)

1. The Philippine Sports Commission, through its Bids & Awards Committee, invites technically, legally and financially capable service providers to participate in the negotiation of the project:

Project Title	Approved Budget for the Contract (ABC)
Procurement of Janitorial Services for Philippine Sports Commission Venues (Negotiated Procurement – Two Failed Biddings) [PSCBAC-11-2023]	₱47,623,656.50

2. The prospective service provider shall possess a similar contract amounting to fifty percent (50%) of the ABC.
3. Negotiation shall be conducted in accordance with Section 53.1 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 (Negotiated Procurement – Two Failed Biddings). The selection of the successful offer shall be based on the best and final offer that will be submitted on the set deadline by the BAC and which would meet the minimum technical specifications required.
4. The Contract for Janitorial Services shall be for a period of two (2) years from receipt of the Notice to Proceed.
5. The schedule of BAC Activities are follows:

BAC Activities	Schedule
Issuance of Negotiation Documents	25 May to 13 June 2023
Negotiation Conference	1 June 2023 – 10:00 am Administration Building, Rizal Memorial Sports Complex, P. Ocampo Sr. St., Malate, Manila
Submission and Opening of Eligibility, Technical and Financial Documents	13 June 2023 – 10:00 am Administration Building, Rizal Memorial Sports Complex, P. Ocampo Sr. St., Malate, Manila
Approval and Issuance of Resolution, Notices of Award, Contract and Proceed	Subject to usual guidelines as stated in RA No. 9184 and its Implementing Rules and Regulations

6. A complete set of Negotiation Documents may be secured at the BAC Office, 2nd Floor, Administration Building, Rizal Memorial Sports Complex, P. Ocampo Sr., St., Malate, Manila from Mondays to Fridays, 8:00 am to 5:00 pm, upon payment of the applicable fee pursuant to the latest guidelines issued by the GPPB in the amount of ₱25,000.00.

7. The Philippine Sports Commission reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

25 May 2023


ATTY. GUILLERMO B. IROY, JR.
BAC Chairman 

TERMS OF REFERENCE

Procurement of Service Provider for Janitorial Services for Philippine Sports Commission Venues (Negotiated Procurement – Two Failed Biddings)

I. APPROVED BUDGET FOR THE CONTRACT

The Philippine Sports Commission (PSC), through its Bids & Awards Committee, invites technically, legally and financially capable service providers for the procurement of Janitorial Services with an Approved Budget for the Contract (ABC) amounting to **Php47,623,656.50**.

II. SCOPE OF WORK

PSC will engage the services of a manpower agency for the purposes of janitorial services to maintain the cleanliness and orderliness at its premises located at the Rizal Memorial Sports Complex (RMSC), Malate Manila, Philsports Complex, Pasig City, PSC Baguio City and other venues such Velodrome, Taytay, Muntinlupa, Fort Bonifacio and La Mesa Dam, with details as follows:

- A. To provide a minimum of 149 janitors to be deployed at RMSC, Philsports Complex, Baguio, Muntinlupa, Velodrome, Fort Bonifacio, Taytay, and La Mesa Dam who shall clean and maintain orderliness in the areas occupied by PSC from Monday to Saturday. Holidays are not included.
- B. To perform the following services:
 1. Daily Operations
 - a. Sweeping, mopping and polishing of floors and scrubbing of areas where traffic occurs heavily in order to ensure cleanliness at all times. Fire escape and staircases should be free from obstruction.
 - b. Dusting and cleaning of all machine and equipment, glass, windows, window ledges, folding partitions, furniture, tabletops, chairs, cabinets, filing shelves, books, files and all other horizontal and vertical surfaces including ceiling and non-glass walls which should be free from dust, dirt and stains.
 - c. Cleaning, sanitizing, and air-freshening of toilets and washrooms which include the use of Food and Drug Administration (FDA) approved products for effective cleaning, sanitizing and air-freshening agents on lavatories, water closets, showers, and slop sinks. Apply cleaning solution to urinals and bowls.
 - d. Disposal of trash, rubbish, and garbage from the confines of the building to the garbage collection pit provided for the purpose.
 - e. Cleaning of wastepaper containers, pencil sharpener, trash cans, plant boxes, directional signs and stands and the like, as well as office lobby wall.

- f. Sweeping and polishing of stairways, brass wall plates and other signs of similar finish.
 - g. Sweeping dry and wet vacuuming of carpeted areas.
 - h. Spraying of toilets and certain areas, function rooms, Executive Offices, Department Heads and Supervisor's Office among others with deodorant and fresheners.
 - i. Weeding of grass and watering of plants.
 - j. Segregation of garbage.
 - k. Sweeping and cleaning of parking, runway street and grounds area within the complex.
 - l. Coordination and following up of the supervisor regarding the daily collection of garbage from the garbage collector.
 - m. Cleaning of the elevator.
 - n. Making available janitors and materials to attend to urgent request for additional cleaning works.
2. Weekly Operations
- a. Washing, scrubbing, waxing, and polishing of all floors.
 - b. Dusting of lighting fixtures, light, and air con diffuser, hanging lamps and paging speakers.
 - c. Washing and cleaning of inside and outside glass doors, inside windows and panels.
 - d. Cleaning, waxing, and polishing of office furniture, fixtures, counters and shelves.
 - e. Re-touching and vacuuming of carpeted areas and upholstered office furniture.
 - f. Cleaning of canal to avoid clogging.
 - g. Cleaning of gutters of PSC buildings and facilities.
 - h. Cleaning of façade, including brushing or using high-pressure washer on fence to remove algae.
 - i. Removal of algae on concrete sidewalks and perimeter.
3. Monthly Operations

1. Thorough general cleaning by way of washing and scrubbing, especially deep-seated grime and dirt, removal of stains and others, waxing, polishing of all floors.
2. Thorough cleaning and washing of inside walls, ceiling, and stairways.
3. Thorough cleaning, sanitation and disinfection of all washrooms and toilet fixtures and removal of deep-seated stains, grime, and dirt.
4. Thorough inspection and removal of stain marks and deep-seated grime and dirt on carpeted areas and upholstered furniture.
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 and dirt.
6. Cleaning of Outside windows and glass panels.
7. Tree and ornamental trimming.
8. Planting of flowering and ornamental plants.
9. Quarterly carpet shampooing.

C. A total of one hundred forty-nine (149) janitors will be hired with the following posting in all PSC owned and managed facilities:

Manpower Deployment Schedule

LOCATION	NUMBER OF JANITORS	LOCATION	NUMBER OF JANITORS
RMSC		RMSC	
Ground Floor	3	Football	5
2 nd Floor Admin Bldg.	3	Wushu	1
3 rd Floor Admin Bldg.	3	Billiard/Wrestling/Judo	1
4 th Floor Admin Bldg	4	MSAS/GYM/CR	2
Hauler-Perimeter	4	Museum Library	2
Rizal Coliseum	5	Dormitories /TATAP/Ground	6
Gymnastics, Property, Wellness Gym	5	Baseball	4

Tennis	3
Swimming Pool	4
Bowling	2
Ninoy Aquino stadium	4

Badminton	2
Team Leader	2
Athletes Canteen	4
Sub-total	69

LOCATION	NUMBER OF JANITORS
PHILSPORTS	
Swimming Pool	4
Track Oval	5
Fencing	2
GYM	2
Arena	10
Building A/Administration	4
Building B	2
Perimeter, landscape support	4
Dormitory	10
Dormitory J Canteen	6
Dormitory G (PT) 2 Shifts	4
Supervisor	1
Sub-total	54

LOCATION	NUMBER OF JANITORS
OTHER VENUES	
PSC Baguio	15
Taytay	2
Muntinlupa	2
Fort Bonifacio	2
La mesa Dam	2
Velodrome	3
Sub-total	26

SUMMARY OF DEPLOYMENT

LOCATION	NUMBER OF JANITORS
RMSC	69
Philsports	54
Other Venues	26
Sub-total	149

Total Number of Janitors: 149

III. PERIOD OF CONTRACT

The contract for Janitorial services shall be for a period of **Two (2) years** from the date of receipt of the Notice to Proceed.

IV. CONDITIONS OF THE CONTRACT

- A.** The contract shall have provisions for general conditions specified in Section IV of the Bid Documents, and special conditions specified in Section V of the Bid Documents.
- B.** All bid prices for a duration of two (2) years shall be fixed and shall not be adjusted during contract implementation, except the following:
 - 1. Increase in Minimum Daily Wage pursuant to law or new wage order issued after date of bidding
 - 2. Increase in Taxes
 - 3. If during the term of the contract the procuring entity sees the need for an increase or decrease in the number of janitors, the resulting cost of the said increase or decrease, provided that the ABC for the relevant year is not exceeded.
- C.** Overtime Pay shall be in accordance with the Labor Code.
- D.** The winning bidder shall comply with the provisions of the Labor Code particularly Chapter III Article 103 which states that wages shall be paid at intervals not exceeding sixteen (16) days and within five (5) working days from the scheduled date of payment. The Service Provider shall submit proof of payment of wages, overtime and 13th month pay of their deployed employees in PSC.
- E.** The Financial Proposal shall contain a breakdown of all costs, including cost of supplies and equipment, necessary for the execution of the contract.

- F. The Service Provider/Contractor shall maintain a satisfactory level of performance throughout the term of the contract based on a prescribed set of performance criteria. The performance criteria to be applied shall include among others, the following:

PERFORMANCE CRITERIA (as per GPBB Resolution No. 24-2007, Sec. 5.4, Annex A)		
1. Quality of Service Delivered		(40%)
a. Implementation of the contract, maintenance of the cleanliness and orderliness of PSC premises located at the Rizal Memorial Sports Complex, Malate Manila and Philsports Complex, Pasig City, PSC Baguio City and other venues such Velodrome, Taytay, Muntinlupa, Fort Bonifacio, La Mesa Dam		20%
b. Responsiveness to clients' needs and to complaints and/or incident reports.		10%
c. Availability of supplies, materials and equipment		5%
d. Courtesy and decorum		5%
2. Management and Suitability of Personnel		(25%)
a. Supervision and accountability		8%
b. Qualification of assigned janitors		7%
c. Physical Appearance (uniforms and other paraphernalia)		5%
d. Change and/or replacement of assigned janitors		5%
3. Contract Administration and Management		(25%)
a. Assignment of janitress /janitors at designated area/s		10%
b. Implementation of PSC rules and regulations and compliance to other obligations per contract		8%
c. Compliance to labor laws and social insurance regulations		7%
4. Time Management		(5%)
a. Tasks which are important and urgent		3%
b. Tasks which are either important or urgent, but not both		1%
c. Tasks which are neither important nor urgent, but routine		1%
5. Provision of Regular Progress Reports		(5%)
a. Exception/Incident Report		2%
b. Monthly Deployment Report		2%
c. Other Reports that may be required by the Administration Sector		1%

G. COMMITTEE ON PERFORMANCE EVALUATION

The PSC Chairman shall create a Committee on Performance Evaluation (COPE) for Janitorial Services composed of a Chairperson, a Vice-Chairperson and three (3) members. The Chairperson and Vice-Chairperson-designate shall be both of Director level. The three (3) members shall come from the Administration, Operation and Legal Affairs Office.

The COPE shall evaluate the performance of the Janitorial Agency for the immediately preceding eleven (11) months under contract by adopting the above Performance Criteria. The average of the five (5) ratings of the COPE should not be less than 80% to qualify for the extension of the contract for another year. The result of the performance evaluation is non-appealable.

Based on its assessment, the procuring entity may pre-terminate the contract for failure by the service provider/contractor to perform its obligation thereon following the Guidelines on Termination of Contracts issued by the GPBB under Annex I of the Revised Implementing Rules and Regulations of Republic Act No. 9184.

H. NEGOTIATION CONFERENCE

A Negotiation Conference shall be conducted on _____, **10:00 A.M.** at the **PSC BAC BUILDING ROOM** located at the Ground Floor of the Administrative Building, Rizal Memorial Sports Complex, P. Ocampo Sr. St. Malate, Manila to clarify and address the Bidders questions on the requirements, terms and conditions and specifications stipulated in the Negotiation Documents.

Bidders are encouraged to attend the Negotiation Conference, but their non-attendance shall in no way prejudice the Bid. The Bidders are however expected to know the changes and/or amendments to the Bidding Documents discussed during the Negotiation Conference.

I. BID SECURITY

All bids shall be accompanied by a bid security as required in Section 27 of the Revised IRR of RA 9184, payable to the PSC as a guarantee that the successful bidder shall, within ten (10) calendar days or less, as indicated in the Instructions to Bidders, from receipt of the notice of award, enter into a contract with PSC and furnish the performance security, except when the revised IRR of RA 9184 allows a longer period. Failure to enclose the required bid security in the form and amount prescribed herein shall automatically disqualify the bid concerned.

The bid security shall be in the amount equal to the percentage of the ABC, in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Not less than the required percentage of the ABC)
a) Bid Securing Declaration OR any of the following:	
b) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two Percent (2%)
c) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a Foreign Bank.	Two Percent (2%)
d) Surety bond callable upon demand issued by a surety or an insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five Percent (5%)

J. PERFORMANCE SECURITY

To guarantee the faithful performance by the winning bidder of its obligations under the contract in accordance with the Bidding Documents, it shall post the performance security as required under the revised IRR of RA 9184 prior to the signing of the contract. The performance security shall be denominated in Philippine Pesos and posted in favor of the procuring entity, which shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.

K. LANGUAGE OF BID

The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the PSC, shall be written in English.

L. ELIGIBILITY CHECK

The Bidder must first pass an eligibility check. Only after a Bidder has passed this eligibility check will its Bid be included in the Bid opening.

A bidder shall include its eligibility documents in a separate envelope marked “Eligibility Documents” and shall be submitted together with the Technical and Financial Bid envelope on or before the deadline specified in the Philippine Bidding Documents (PBDs).

M. ELIGIBILITY DOCUMENTS

For purposes of determining the eligibility of bidders using the criteria stated in the Revised IRR of RA 9184, the following documents shall be required by the BAC using the forms prescribed in the bidding documents:

1. Technical Component Envelope

Class “A” Documents

Legal Documents:

- a. Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR.

Technical Documents:

- b. Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid. For government contracts, the bidder must attach copies of the Notice of Award, Contract and Notice to Proceed. For private contracts, the bidder must attach copies of the Contract.
- c. Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents. For government

contracts, the bidder must attach a copy of the Notice of Award, Contract and Notice to Proceed. For private contracts, the bidder must attach a copy of the Contract.

- d. Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission or Original copy of Notarized Bid Securing Declaration.
- e. Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable.
 - i. Logistics: Annex “A”
 - ii. Scope of Work: Annex “B”
 - iii. Manpower and Deployment Schedule: Annex “C”
 - iv. Tools and Equipment Requirements: Annex “D”
 - v. Supplies and Materials Requirement: Annex “E”
 - vi. Daily, Weekly, Monthly Operations: Annex “F”
 - vii. PSC Performance Criteria: Annex “G”
- f. Original duly signed Omnibus Sworn Statement (OSS); and if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents:

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

Class “B” Documents

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

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

- i. *[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.
 - j. Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.
2. Financial Component Envelope
- a. Original of duly signed and accomplished Financial Bid Form.
 - b. Original of duly signed and accomplished Price Schedule(s)/Cost Distribution Schedule.

3. Additional Documents to be submitted during Post-Qualification:

- a. Certificate of Site Inspection for RMSC, Philsports, Baguio and other venues issued by the Chief of Sports Facilities Division.
- b. Certificate of Registration issued by the Department of Labor and Employment (DOLE).
- c. Sworn/statement stating that the Company has not been finally adjudged by any court of competent jurisdiction or Government Agency (i.e. NLRC) to have violated any labor law or social legislation law.
- d. SSS, PHILHEALTH, and PAG-IBIG certification of no delinquency of monthly premium payments for both the employer and employees of the janitorial agency concerned from January to December 2022. The certification must be secured where the principal place of business of the prospective bidder is located.
- e. Sworn Statement that the cleaning materials/solutions/supplies that the bidder is going to use for janitorial services in the PSC have been approved by the FDA and included in the list/notified products of FDA.
- f. Certificate of Commendation of Satisfactory Performance issued by clients and/or End-User's Certificate or Performance Evaluation issued by PSC for bidders who have contract/s with PSC to be issued by the Chief of Sports Facilities Division.
- g. Company Profile and Company Operations Manual.
- h. Organizational Chart.
- i. Duly signed and notarized statement of availability of key personnel for RMSC, Philsports, Other Venues & Baguio that may be used for the Contract, supported with a list, to include names of the janitors.
- j. Duly signed and notarized statement of availability of equipment, owned, under lease; or a purchase agreement that may be used for the contract supported by a list of said equipment together with proof of ownership or contract of lease and list of other equipment that will be used in the contract.
- k. Registration certificate from Securities and Exchange Commission (SEC) [Certificate of Incorporation, Articles of Incorporation and ByLaws], Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent Document.
- l. Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located.
- m. Tax clearance per E.O. No. 398,s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

- n. 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.

G. NEGOTIATION DOCUMENTS

A complete set of Negotiation Documents may be purchased by interested bidders upon payment of the non-refundable bid fee in the amount of Php25,000.00 to the Cashier's Office located at the 2nd Floor, Administration Building, RMSC, P. Ocampo Sr. Street Malate, Manila during business days from 8:00 a.m. to 5:00 p.m.

Approved/Disapproved

ATTY. GUILLERMO B. IROY JR.

BAC - Chairperson

Annex “A”

LOGISTICS

1. The Service Agency will provide the janitorial services with the minimum supplies, materials, tools, and equipment required under the bidding rules which are deemed necessary in the effective implementation of janitorial services policies, rules and regulations of PSC.
2. The Service Agency will also provide the Biometrics for daily time record (DTR) of its personnel, other logistical supplies such as logbooks, uniforms, and paraphernalia.

Annex “B”

SCOPE OF WORK

1. The bid covers the hiring of janitorial services to a two (2)-year contract for the furnishing of labor, tools, and equipment, supplies and materials, and the performance of janitorial services including supervision in accordance with the scope of service and methodology, standard supplies and materials, tools and equipment, janitorial plans and manpower complement and deployment schedules.
2. The Service Agency shall render and perform janitorial and related services as specified in Annex F – Daily, Weekly and Monthly Operations.
3. The Service Agency shall provide the manpower, supplies and materials, tools and equipment, and supervision necessary to perform the services contemplated herein as reflected in Annex A, hereof, provided however, that the delivery of supplies and materials, tools and equipment shall be coursed through and monitored by the Property Office, PSC.

Annex “C”

MANPOWER

1. The Service Provider shall always provide the required number of service personnel (supervisor and janitors) as stipulated in Section VI. Schedule of Requirements.
2. The Supervisor shall act and make decisions in behalf and for the account of the Service Provider on matters arising from questions or complaints raised by PSC or by service personnel themselves.
3. The Supervisor shall exercise close supervision over the work of the assigned service personnel.
4. The service personnel must have been well screened, trained and found to be courteous, efficient, honest, reliable, trustworthy, cooperative, well-groomed, and physically and mentally fit.
5. The Service Provider shall provide uniforms and nametags to its service personnel appropriate to their positions. The type of uniforms to be used shall have the prior approval of PSC.

MANPOWER DEPLOYMENT SCHEDULE

LOCATION	NUMBER OF JANITORS	LOCATION	NUMBER OF JANITORS
RMSC		RMSC	
Ground Floor	3	Football	5
2 nd Floor Admin Bldg.	3	Wushu	1
3 rd Floor Admin Bldg.	3	Billiard/Wrestling/Judo	1
4 th Floor Admin Bldg	4	MSAS/GYM/ CR	2
Hauler-Perimeter	4	Museum Library	2
Rizal coliseum	5	Dormitories /TATAP/Ground	6
Gymnastics, Property, Wellness Gym	5	Baseball	4

Tennis	3
Swimming Pool	4
Bowling	2
Ninoy Aquino stadium	4

Badminton	2
Team Leader	2
Athletes Canteen	4
Sub-total	69

LOCATION	NUMBER OF JANITORS
PHILSPORTS	
Swimming Pool	4
Track Oval	5
Fencing	2
GYM	2
Arena	10
Building A/Administration	4
Building B	2
Perimeter, landscape support	4
Dormitory	10
Dormitory' J Canteen	6
Dormitory G (PT) 2 Shifts	4

LOCATION	NUMBER OF JANITORS
OTHER VENUES	
PSC Baguio	15
Taytay	2
Muntinlupa	2
Fort Bonifacio	2
La Mesa Dam	2
Velodrome	3
Sub-total	26

Supervisor	1
Sub-total	54

SUMMARY OF DEPLOYMENT

LOCATION	NUMBER OF JANITORS
RMSC	69
Philspport	54
Other Venues	26
Sub-total	149

Annex “D”

TOOLS AND EQUIPMENT REQUIREMENTS

1. As an additional requirement the Service Agency must provide PSC with the following tools and equipment, which shall be stored at the designated place and should be always available for use.

LIST OF JANITORIAL TOOLS/EQUIPMENT			
ITEM No.	DESCRIPTION	QUANTITY	UNIT
1	Mop Handle (Standard)	77	pcs
2	Vacuum Cleaner Heavy Duty (Wet/Dry)	10	units
3	Floor Polish Heavy Duty (with complete accessories)	11	units
4	Mop Squeezer with bucket	42	units
5	Glass Squeegee	12	pcs
6	Dustpan	119	pcs
7	Brush with Handle	30	pcs
8	Office Trash Can	73	pcs
9	Trash Bin (for lobby corridors & Venues)	79	pcs
10	Garbage Bin with wheels 240 liters (for garbage collection)	12	pcs
11	Pushcart 4 wheels truck trolley, heavy duty 550kg; 120 cm x 65cm x 5"	8	pcs
12	Water Hose 100M x 3/4" diameter	11	pcs
13	Ladder Aluminum 12 ft	5	pcs

14	A ladder Aluminum 8 ft	9	pcs
15	A ladder Aluminum 5 ft	5	pcs
16	A ladder Aluminum 20 ft	2	pcs
17	Shovel Large	23	pcs
18	Rake Large	12	pcs
19	Wheelbarrow	9	pcs
20	Spatula	50	pcs
21	Pail and dipper 4 gals	87	pcs
22	Hose with spray/Sprinkler 1/2" diameter x 50meter	5	pcs
23	Rubber suction Pump	50	pcs
24	Cobweb/ceiling broom	19	pcs
25	Grass cutter motorized 4 stroke	5	units
26	Pressurized water cleaner 1400W	5	units

Annex E

SUPPLIES AND MATERIALS REQUIREMENT

List of Monthly Janitorial Supplies:

No.	ITEMS/ SPECIFICATIONS	Unit	RMSC	PHILSPORTS	BAGUIO	AMORANTO	LA MESA	MUNTINLUPA	TAGUIG	TAYTAY	TOTAL
1	Mop Head	pc	30	30	10	2	1	1	2	1	77
2	Scouring Pad (Branded)	pc	25	25	10	4	2	2	4	2	74
3	Round Rags	kls.	10	10	3	1	1	1	1	1	28
4	Franella	kls.	10	10	3	1	1	1	1	1	28
5	Stripping Pad	pc	2	2	1	1	1	1	1	1	10
6	Polish Pad	pc	2	2	1	1	1	1	1	1	10
7	Door Mats	pc	20	30	10	10	4	4	10	4	92
8	Duster	pc	20	20	5	2	1	1	2	1	52
9	Soft Broom	pc	20	20	5	2	1	1	2	1	52
10	Broom Stick	pc	25	25	5	2	1	1	2	1	62
11	Brush with Handle	pc	10	10	3	2	1	1	2	1	30
12	Rubber Gloves	pc	30	30	5	2	2	2	2	2	75
13	Cotton Gloves	pc	30	30	5	2	2	2	2	2	75
14	Toilet Tissue	rolls	400	400	30						830
15	Trash Bag Large	doz.	100	100		60	30	30	60	30	410
16	Trash Bag Small	doz.	100	100		30	15	15	30	15	305
17	Insecticide, Aerosol Spray Multi-insect (Branded)	tin can	50	50		4	2	2	4	2	114
18	Air Freshener, Aerosol Spray (Branded) Large	tin can	50	50		4	2	2	4	2	114
19	Furniture Polish Aerosol Spray (Branded - Large)	tin can	20	20		2	1	1	2	1	47
20	Disinfectant, Aerosol Spray (Branded - Large)	tin can	40	40		4	2	2	4	2	94

Annex F
DAILY, WEEKLY, MONTHLY OPERATIONS

A. DAILY OPERATIONS

1. Sweeping, mopping and polishing of floors and scrubbing of areas where traffic occurs heavily in order to ensure cleanliness at all times. Fire escape and staircases should be free from obstruction.
2. Dusting and cleaning of all machine and equipment, glass, windows, window ledges, folding partitions, furniture, tabletops, chairs, cabinets, filing shelves, books, files and all other horizontal and vertical surfaces including ceiling and non-glass walls which should be free from dust, dirt and stains.
3. Cleaning, sanitizing, and air-freshening of toilets and washrooms which include the use of Food and Drug Administration (FDA) approved products for effective cleaning, sanitizing and air-freshening agents on lavatories, water closets, showers, and slop sinks. Apply cleaning solution to urinals and bowls.
4. Disposal of trash, rubbish, and garbage from the confines of the building to the garbage collection pit provided for the purpose.
5. Cleaning of wastepaper containers, pencil sharpener, trash cans, plant boxes, directional signs and stands and the like, as well as office lobby wall.
6. Sweeping and polishing of stairways, brass wall plates and other signs of similar finish.
7. Sweeping dry and wet vacuuming of carpeted areas.
8. Spraying of toilets and certain areas, function rooms, Executive Offices, Department Heads and Supervisor's Office among others with deodorant and fresheners.
9. Weeding of grass and watering of plants.
10. Segregation of garbage.
11. Sweeping and cleaning of parking, runway street and grounds area within the complex.
12. Coordination and following up of the supervisor regarding the daily collection of garbage from the garbage collector.
13. Cleaning of the elevator.
14. Making available janitors and materials to attend to urgent request for additional cleaning works.

B. WEEKLY PERIODIC OPERATIONS

1. Washing, scrubbing, waxing, and polishing of all floors.
2. Dusting of lighting fixtures, light, and air con diffuser, hanging lamps and paging speakers.
3. Washing and cleaning of inside and outside glass doors, inside windows and panels.
4. Cleaning, waxing, and polishing of office furniture, fixtures, counters and shelves.
5. Re-touching and vacuuming of carpeted areas and upholstered office furniture.
6. Cleaning of canal to avoid clogging.
7. Cleaning of gutters of PSC buildings and facilities.
8. Cleaning of façade, including brushing or using high-pressure washer on fence to remove algae.
9. Removal of algae on concrete sidewalks and perimeter.

C. MONTHLY PROJECT OPERATIONS

1. Thorough general cleaning by way of washing and scrubbing, especially deep-seated grime and dirt, removal of stains and others, waxing, polishing of all floors.
2. Thorough cleaning and washing of inside walls, ceiling, and stairways.
3. Thorough cleaning, sanitation and disinfection of all washrooms and toilet fixtures and removal of deep-seated stains, grime, and dirt.
4. Thorough inspection and removal of stain marks and deep-seated grime and dirt on carpeted areas and upholstered furniture.
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 and dirt.
6. Cleaning of Outside windows and glass panels.
7. Tree and ornamental trimming.
8. Planting of flowering and ornamental plants.
9. Quarterly carpet shampooing.

Annex G

PSC PERFORMANCE CRITERIA

The duration of the contract to be bid shall be for a period of two (2) years, subject to performance evaluation before the end of each contract year based on the set of PSC Performance Criteria. The Service Provider/Contractor should maintain a satisfactory level of performance throughout the term of the contract based on the following set of PSC Performance Criteria:

PERFORMANCE CRITERIA (as per GPBB Resolution No. 24-2007, Sec. 5.4, Annex A)		
1. Quality of Service Delivered		(40%)
a. Implementation of the contract, maintenance of the cleanliness and orderliness of PSC premises located at the Rizal Memorial Sports Complex, Malate Manila and Philsports Complex, Pasig City, PSC Baguio City and other venues such Velodrome, Taytay, Muntinlupa, Fort Bonifacio, La Mesa Dam		20%
b. Responsiveness to clients' needs and to complaints and/or incident reports.		10%
c. Availability of supplies, materials and equipment		5%
d. Courtesy and decorum		5%
2. Management and Suitability of Personnel		(25%)
a. Supervision and accountability		8%
b. Qualification of assigned janitors		7%
c. Physical Appearance (uniforms and other paraphernalia)		5%
d. Change and/or replacement of assigned janitors		5%
3. Contract Administration and Management		(25%)
a. Assignment of janitress /janitors at designated area/s		10%
b. Implementation of PSC rules and regulations and compliance to other obligations per contract		8%
c. Compliance to labor laws and social insurance regulations		7%
5. Time Management		(5%)
a. Tasks which are important and urgent		3%
b. Tasks which are either important or urgent, but not both		1%
c. Tasks which are neither important nor urgent, but routine		1%
5. Provision of Regular Progress Reports		(5%)
a. Exception/Incident Report		2%
b. Monthly Deployment Report		2%
c. Other Reports that may be required by the Administration Sector		1%

COMMITTEE ON PERFORMANCE EVALUATION

The PSC Chairman shall create a Committee on Performance Evaluation (COPE) for Janitorial Services composed of a Chairperson, a Vice-Chairperson and three (3) members. The Chairperson and Vice-Chairperson-designate shall be both of Director level. The three (3) members shall come from the Administration, Operation and Legal Affairs Office.

The COPE shall evaluate the performance of the Janitorial Agency for the immediately preceding eleven (11) months under contract by adopting the above Performance Criteria. The average of the five (5) ratings of the COPE should not be less than 80% to qualify for the extension of the contract for another year. The result of the performance evaluation is non-appealable.

Based on its assessment, the procuring entity may pre-terminate the contract for failure by the service provider/contractor to perform its obligation thereon following the Guidelines on Termination of Contracts issued by the GPBB under Annex I of the Revised Implementing Rules and Regulations of Republic Act No. 9184.

COST DISTRIBUTION

Days worked per week	6 days
No. of days per year	313
	8 hrs work/day

New Daily Wage (DW inclusive of COLA)	P	
Daily Wage		

Average Pay/month (DW x No. of Days/yr/12)	P	
13TH Month Pay (DW x No. of Days/yr/12/12)		
5 Days Incentive Pay (DW x 5/12)		
ECF (Employees Compensation Fund)		
SSS Premium		
Philhealth Contribution (Employer's share)		
Pag-IBIG Fund		
Cost of Janitor		
No. of Janitors		

A. Total Amount to Janitor and Government	P	
B. Supplies Provision (Average Monthly Cost of Supplies)		
C. *Agency Fee		
D. Value Added Tax ((A+B+C) x 12%)		

MINIMUM CONTRACT RATE per month	P	
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MINIMUM CONTRACT RATE per year	P	
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Name	:	
In the capacity of	:	
Signature	:	
Duly authorized to sign Bid for and on behalf of	:	
Date	:	