

# PHILIPPINE BIDDING DOCUMENTS

Fifth Edition - October 2016

# Procurement of GOODS

# THREE (3) - YEAR CONTRACT OF JANITORIAL SERVICES FOR SSS NCR PROPERTIES

ITB-SSS-Goods-2021-008

Government of the Republic of the Philippines

DECEMBER 2020

ALBE/RTO A. DIAZ Chairperson, TWG

# **Table of Contents**

SECTION I. INVITATION TO BID	3
SECTION II. INSTRUCTIONS TO BIDDERS	5
A. General	5
B. CONTENTS OF BIDDING DOCUMENTS	10
C. Preparation of Bids	11
D. SUBMISSION AND OPENING OF BIDS	18
E. EVALUATION AND COMPARISON OF BIDS	20
F. AWARD OF CONTRACT	24
SECTION III. BID DATA SHEET	26
SECTION IV. GENERAL CONDITIONS OF CONTRACT	31
SECTION V. SPECIAL CONDITIONS OF CONTRACT	43
SECTION VI. SCHEDULE OF REQUIREMENTS	50
SECTION VII. TECHNICAL SPECIFICATIONS	51
SECTION VIII RIDDING FORMS	54



### Section I. Invitation to Bid



# REPUBLIC OF THE PHILIPPINES SOCIAL SECURITY SYSTEM

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### Invitation to Bid ITB-SSS-Goods-2021-008

# THREE (3) - YEAR CONTRACT OF JANITORIAL SERVICES FOR SSS NCR PROPERTIES

Approved Budget for the Contract (ABC)	Delivery/	Price of Bid	Schedule of Activities	
& Source of Fund	Completion	Documents	Date/Time	
	Period	(non-		Deadline of
		refundable)	Pre-bid	submission and
			Conference	receipt of bids
₱ 9,474,008.00 per year	3 calendar	₱ 10,000.00	January 4, 2021	January 18, 2021
	years		(Monday)	(Monday)
	-		2:30 p.m.	2:00 p.m.
₱ 28,422,024.00 – Year 2021 to 2023 chargeable to Investment Income			1	1
Approved 2021 Corporate Operating Budget with Code PAP (43) of the Annual Procurement Plan (APP) Others – MOOE (Investments Income)				

- 1. The *SOCIAL SECURITY SYSTEM* now invites Bids for the above item. Delivery of the Goods is required within the period specified above. **Bidders should have completed within three (3) years prior to the date of submission and receipt of bids**, a contract similar to the Project. The description of an eligible Bidder is contained in the Bidding Documents, particularly, in Section II Instruction to Bidders.
- 2. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary pass/fail criterion as specified in the 2016 Revised Implementing Rules and Regulations (RIRR) of Republic Act 9184 (RA) 9184, otherwise known as the "Government Procurement Reform Act".
  - Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.
- 4. Interested bidders may obtain further information from the SSS and inspect the Bidding Documents at the address in the last item of the ITB from Monday to Friday, 8:00 a.m. to 5:00 p.m.
- 5. A complete set of Bidding Documents may be acquired by interested bidders starting 23 December 2020 up to the scheduled submission & receipt of bids from the address stated in the last item of the ITB and upon payment of the applicable fee for the Bidding Documents in the amount specified above.

The mode of payment will be on a cash basis payable at the SSS Cash Department, Ground Floor, SSS Main Bldg., upon accomplishment of SSS Form R-6. The Bidding Documents shall be received personally by the prospective Bidder or his authorized representative.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the SSS, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

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6. The SSS will hold a Pre-Bid Conference on the date and time specified above at the BAC Bidding Room (formerly CDPRD Computer Room), 2nd Floor, SSS Main Bldg., East Avenue, Diliman, Quezon City which shall be open to prospective bidders, but attendance shall not be mandatory. To ensure completeness and compliance of bids, bidders are advised to send their authorized technical and/or administrative representatives who will prepare the bid documents.

The Pre-Bid Conference will be conducted through online conference using Microsoft Teams. Kindly e-mail us on or before 04 January 2020, through e-mail address <a href="mailto:bac@sss.gov.ph">bac@sss.gov.ph</a>, the following:

- a. Name of the representative and e-mail address; and
- b. Technical and administrative queries.
- 7. Bids must be duly received by the BAC Secretariat at the BAC Bidding Room (formerly CDPRD Computer Room), 2nd Floor, SSS Main Building, East Avenue, Diliman, Quezon City on the deadline specified above. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in the ITB Clause 18.

Bid opening shall be on the date and time specified above at the BAC Bidding Room (formerly CDPRD Computer Room), 2nd Floor, SSS Main Building, East Avenue, Diliman, Quezon City. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address above. Late bids shall not be accepted.

- 8. References to the dates and times shall be based on Philippine Standard time. Should any of the above dates fall on a holiday, the deadline shall be extended to the same time of the immediately succeeding business day in Quezon City.
- 9. The *SSS* 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 Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
- 10. The *SSS* assumes no obligation to compensate or indemnify parties for any expense or loss that they may incur as a result of their participation in the procurement process, nor does SSS guarantee that an award will be made as a result of this invitation. Furthermore, the SSS reserves the right to waive any defects or formality in the responses to the eligibility requirements and to this invitation and reserves the right to accept the proposal most advantageous to the agency.
- 11. For further information, please refer to:

**Bids & Awards Committee The Secretariat** 

2<sup>nd</sup> Flr., SSS Main Bldg., East Ave., Diliman, Q.C. Tel # (632) 8922-1070; 8920-6401 local 5492 & 6382 Email – bac@sss.gov.ph

BIDS & AWARDS COMMITTEE

ref.: itb-sss-goods-2021-008- 3-Year Contract for Janitorial Services for NCR Properties

# Section II. Instructions to Bidders

### A. General

### 1. Scope of Bid

- 1.1. The Procuring Entity named in the **BDS** invites bids for the supply and delivery of the Goods as described in Section VII. Technical Specifications.
- 1.2. The name, identification, and number of lots specific to this bidding are provided in the <u>BDS</u>. The contracting strategy and basis of evaluation of lots is described in **ITB** Clause 28.

### 2. Source of Funds

The Procuring Entity has a budget or has received funds from the Funding Source named in the <u>BDS</u>, and in the amount indicated in the <u>BDS</u>. It intends to apply part of the funds received for the Project, as defined in the <u>BDS</u>, to cover eligible payments under the contract.

### 3. Corrupt, Fraudulent, Collusive, and Coercive Practices

- 3.1. Unless otherwise specified in the <u>BDS</u>, 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. In pursuance of this policy, the Procuring Entity:
  - (a) defines, for purposes of this provision, the terms set forth below as follows:
    - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA 3019.
    - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
    - (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
    - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;



- (v) "obstructive practice" is
  - deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
  - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.
- 3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB** Clause 3.1(a).
- 3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a bidder or supplier in the bidding for and performance of a contract themselves or through independent auditors as reflected in the GCC Clause 3.

### 4. Conflict of Interest

- 4.1. All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) below and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (g) below:
  - (a) A Bidder has controlling shareholders in common with another Bidder;
  - (b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
  - (c) A Bidder has the same legal representative as that of another Bidder for purposes of this bid;
  - (d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process;
  - (e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid;
  - (f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid; or

- (g) A Bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.
- 4.2. In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity (HoPE), members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:
  - (a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
  - (b) If the Bidder is a partnership, to all its officers and members;
  - (c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders;
  - (d) If the Bidder is a cooperative, to all its officers, directors, and controlling shareholders or members; and
  - (e) If the Bidder is a joint venture (JV), the provisions of items (a), (b), (c), or (d) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

Relationship of the nature described above or failure to comply with this Clause will result in the automatic disqualification of a Bidder.

### 5. Eligible Bidders

- 5.1. Unless otherwise provided in the **BDS**, the following persons shall be eligible to participate in this bidding:
  - (a) Duly licensed Filipino citizens/sole proprietorships;
  - (b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
  - (c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
  - (d) Cooperatives duly organized under the laws of the Philippines; and
  - (e) Persons/entities forming themselves into a Joint Venture (JV), *i.e.*, a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the JV concerned shall be at least sixty percent (60%).
- 5.2. Foreign bidders may be eligible to participate when any of the following circumstances exist, as specified in the **BDS**:
  - (a) When a Treaty or International or Executive Agreement as provided in Section 4 of RA 9184 and its IRR allow foreign bidders to participate;
  - (b) Citizens, corporations, or associations of a country, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;

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- (c) When the Goods sought to be procured are not available from local suppliers; or
- (d) When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Government owned or –controlled corporations (GOCCs) may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.
- 5.4. Unless otherwise provided in the <u>BDS</u>, the Bidder must have completed a Single Largest Completed Contract (SLCC) similar to the Project and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least equivalent to a percentage of the ABC stated in the **BDS**.

For this purpose, contracts similar to the Project shall be those described in the **<u>BDS</u>**, and completed within the relevant period stated in the Invitation to Bid and **ITB** Clause 12.1(a)(ii).

5.5. The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

For purposes of computing the foreign bidders' NFCC, the value of the current assets and current liabilities shall be based on their audited financial statements prepared in accordance with international financial reporting standards.

If the prospective bidder opts to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC to be bid. If issued by a foreign universal or commercial bank, it shall be confirmed or authenticated by a local universal or commercial bank.

### 6. Bidder's Responsibilities

- 6.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section VIII. Bidding Forms as required in **ITB** Clause 12.1(b)(iii).
- 6.2. The Bidder is responsible for the following:
  - (a) Having taken steps to carefully examine all of the Bidding Documents;
  - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
  - (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;
  - (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided under **ITB** Clause 10.4.
  - (e) Ensuring that it is not "blacklisted" or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;

- (f) Ensuring that 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;
- (g) Authorizing the HoPE or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
- (i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019;
- (j) Complying with existing labor laws and standards, in the case of procurement of services; Moreover, bidder undertakes to:
  - (i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

In case there is a finding by the Procuring Entity or the DOLE of underpayment or non-payment of workers' wage and wage-related benefits, bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of Republic Act No. 9184 without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations.

(ii) Comply with occupational safety and health standards and to correct deficiencies, if any.

In case of imminent danger, injury or death of the worker, bidder undertakes to suspend contract implementation pending clearance to proceed from the DOLE Regional Office and to comply with Work Stoppage Order; and

- (iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises; and
- (k) Ensuring that it 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.

Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

6.3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents.

- 6.4. It shall be the sole responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to be bid, including: (a) the location and the nature of this Project; (b) climatic conditions; (c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this Project.
- 6.5. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity. However, the Procuring Entity shall ensure that all information in the Bidding Documents, including bid/supplemental bid bulletin/s issued, are correct and consistent.
- 6.6. Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.
- 6.7. The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 6.8. The Bidder should note that the Procuring Entity will accept bids only from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

### 7. Origin of Goods

Unless otherwise indicated in the <u>BDS</u>, there is no restriction on the origin of goods other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, subject to **ITB** Clause 27.1.

### 8. Subcontracts

- 8.1. Unless otherwise specified in the <u>BDS</u>, the Bidder may subcontract portions of the Goods to an extent as may be approved by the Procuring Entity and stated in the <u>BDS</u>. However, subcontracting of any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.
- 8.2. Subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.
- 8.3. The Bidder may identify the subcontractor to whom a portion of the Goods will be subcontracted at any stage of the bidding process or during contract implementation. If the Bidder opts to disclose the name of the subcontractor during bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

### **B.** Contents of Bidding Documents

### 9. Pre-Bid Conference

- 9.1. (a) If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.
  - (b) The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids, but not earlier than seven (7) calendar days from the posting of the invitation to bid/bidding documents in the PhilGEPS website. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GOP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the **BDS**.

- 9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.
- 9.3 Decisions of the BAC amending any provision of the bidding documents shall be issued in writing through a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

### 10. Clarification and Amendment of Bidding Documents

- 10.1. Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such request must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.
- 10.2. The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin, to be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of Bids.
- 10.3. Supplemental/Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 10.4. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS and the website of the Procuring Entity concerned, if available, and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of all Bidders who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 23.

### C. Preparation of Bids

### 11. Language of Bids

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and 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.

However, for Contracting Parties to the Apostille Convention, the documents shall be authenticated through an apostille by the Competent Authority, except for countries identified by the Department of Foreign Affairs (DFA) that will still require legalization (red ribbon) by the relevant Embassy or Consulate.

A Contracting Party refers to a State that has joined the Apostille Convention, whether or not the Convention has entered into force for that State.

A Competent Authority refers to the authority designated by a Contracting Party that is competent to issue an apostille. A Contracting Party may designate one or more Competent Authorities and may designate Competent Authorities that are competent to issue an apostille for certain categories of public documents. Information about designated Competent Authorities may be found on the Apostille Section of the Hague Conference website under "Competent Authorities".

The English translation shall govern, for purposes of interpretation of the bid.

### 12. Documents Comprising the Bid: Eligibility and Technical Components

- 12.1. Unless otherwise indicated in the **BDS**, the first envelope shall contain the following eligibility and technical documents:
  - (a) Eligibility Documents –

### Class "A" Documents:

- (i) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR. For procurement to be performed overseas, it shall be subject to the Guidelines to be issued by the GPPB.
- (ii) Statement of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and

Statement of the Bidder's SLCC similar to the contract to be bid, in accordance with ITB Clause 5.4, within the relevant period as provided in the **BDS**.

The two statements required shall indicate for each contract the following:

- (ii.1) name of the contract;
- (ii.2) date of the contract;
- (ii.3) contract duration;
- (ii.4) owner's name and address;
- (ii.5) kinds of Goods;
- (ii.6) For Statement of Ongoing Contracts amount of contract and value of outstanding contracts;
- (ii.7) For Statement of SLCC amount of completed contracts, adjusted by the Bidder to current prices using PSA's consumer price index, if necessary for the purpose of meeting the SLCC requirement;
- (ii.8) date of delivery; and
- (ii.9) end user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements.
- (iii) NFCC computation in accordance with ITB Clause 5.5 or a committed Line of Credit from a universal or commercial bank.

### Class "B" Document:

(iv) If applicable, the Joint Venture Agreement (JVA) in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners in accordance with Section 23.1(b) of the IRR.

### (b) Technical Documents -

- (i) Bid security in accordance with **ITB** Clause 18. If the Bidder opts to submit the bid security in the form of:
  - (i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
  - (i.2) a surety bond, it shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments;
- (ii) Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents; and
- (iii) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VIII. Bidding Forms.
- (iv) For foreign bidders claiming eligibility by reason of their country's extension of reciprocal rights to Filipinos, a certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item or product.

### 13. Documents Comprising the Bid: Financial Component

- 13.1. The financial component of the bid shall contain the following:
  - (a) Financial Bid Form, which includes bid prices and the applicable Price Schedules, in accordance with **ITB** Clauses 15.1 and 15.4;
  - (b) If the Bidder claims preference as a Domestic Bidder, a certification from the DTI issued in accordance with **ITB** Clause 27, unless otherwise provided in the **BDS**; and
  - (c) Any other document related to the financial component of the bid as stated in the **BDS**.
- 13.2. (a) Unless otherwise stated in the **BDS**, all bids that exceed the ABC shall not be accepted.
  - (b) Unless otherwise indicated in the <u>BDS</u>, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:
    - (i) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.
    - (ii) The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the responsible unit of the procuring entity and that the estimates reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.

- (iii) The procuring entity has trained cost estimators on estimating prices and analyzing bid variances.
- (iv) The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.
- (v) The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.

### 14. Alternative Bids

- 14.1 Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding.
  - A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.
- 14.2 Each Bidder shall submit only one Bid, either individually or as a partner in a JV. A Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid) will cause all the proposals with the Bidder's participation to be disqualified. This shall be without prejudice to any applicable criminal, civil and administrative penalties that may be imposed upon the persons and entities concerned.

### 15. Bid Prices

- 15.1. The Bidder shall complete the appropriate Schedule of Prices included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project.
- 15.2. The Bidder shall fill in rates and prices for all items of the Goods described in the Schedule of Prices. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Government, except those required by law or regulations to be accomplished.
- 15.3. The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), Delivered Duty Paid (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.
- 15.4. 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 the **BDS**.

- (b) For Goods offered from abroad:
  - (i) Unless otherwise stated in the <u>BDS</u>, the price of the Goods shall be quoted DDP with the place of destination in the Philippines as specified in the <u>BDS</u>. 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, listed in the **BDS**.
- (c) For Services, based on the form which may be prescribed by the Procuring Entity, in accordance with existing laws, rules and regulations
- 15.5. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or price escalation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to **ITB** Clause 24.

All bid prices for the given scope of work in the contract as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances. Upon the recommendation of the Procuring Entity, price escalation may be allowed in extraordinary circumstances as may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon approval by the GPPB. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GOP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

### 16. Bid Currencies

- 16.1. Prices shall be quoted in the following currencies:
  - (a) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Pesos.
  - (b) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the currency (ies) stated in the **BDS**. 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 *Bangko Sentral ng Pilipinas* (BSP) reference rate bulletin on the day of the bid opening.
- 16.2. If so allowed in accordance with **ITB** Clause 16.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the foregoing exchange rates.
- 16.3. Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Pesos.

### 17. Bid Validity

- 17.1. Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.
- 17.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in **ITB** Clause 18 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

### 18. Bid Security

18.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount stated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Not Less than the Percentage of the ABC)	
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.		
(b) 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%)	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%)	

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the Bidder shall enter into contract with the procuring entity and furnish the performance security required under ITB Clause 33.2, within ten (10) calendar days from receipt of the Notice of Award, and commits to pay the corresponding amount as fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

- 18.2. The bid security should be valid for the period specified in the <u>BDS</u>. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 18.3. No bid securities shall be returned to Bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest, or upon the lapse of the reglementary period to file a request for reconsideration or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the Bidder with the Lowest Calculated Responsive Bid (LCRB) has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in ITB Clause 18.2.
- 18.4. Upon signing and execution of the contract pursuant to **ITB** Clause 32, and the posting of the performance security pursuant to **ITB** Clause 33, the successful Bidder's bid security will be discharged, but in no case later than the bid security validity period as indicated in the **ITB** Clause 18.2.
- 18.5. The bid security may be forfeited:
  - (a) if a Bidder:
    - (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 17;
    - (ii) does not accept the correction of errors pursuant to **ITB** Clause 28.3(b);
    - (iii) has a finding against the veracity of any of the documents submitted as stated in **ITB** Clause 29.2;

- (iv) submission of eligibility requirements containing false information or falsified documents;
- (v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
- (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
- (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;
- (viii) refusal or failure to post the required performance security within the prescribed time;
- (ix) refusal to clarify or validate in writing its bid during postqualification within a period of seven (7) calendar days from receipt of the request for clarification;
- (x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;
- (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
- (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
- (b) if the successful Bidder:
  - (i) fails to sign the contract in accordance with **ITB** Clause 32; or
  - (ii) fails to furnish performance security in accordance with **ITB** Clause 33.

### 19. Format and Signing of Bids

- 19.1. Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII. Bidding Forms on or before the deadline specified in the **ITB** Clauses 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 12.1, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.
- 19.2. Forms as mentioned in **ITB** Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 19.3. The Bidder shall prepare and submit an original of the first and second envelopes as described in **ITB** Clauses 12 and 13. In addition, the Bidder shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.4. Each and every page of the Bid Form, including the Schedule of Prices, under Section VIII hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.
- 19.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

### 20. Sealing and Marking of Bids

- 20.1. Bidders shall enclose their original eligibility and technical documents described in ITB Clause 12 in one sealed envelope marked "ORIGINAL TECHNICAL COMPONENT", and the original of their financial component in another sealed envelope marked "ORIGINAL FINANCIAL COMPONENT", sealing them all in an outer envelope marked "ORIGINAL BID".
- 20.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as "COPY NO. \_\_\_\_ TECHNICAL COMPONENT" and "COPY NO. \_\_\_\_ FINANCIAL COMPONENT" and the outer envelope as "COPY NO. \_\_\_\_", respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 20.3. The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.

### 20.4. All envelopes shall:

- (a) contain the name of the contract to be bid in capital letters;
- (b) bear the name and address of the Bidder in capital letters;
- (c) be addressed to the Procuring Entity's BAC in accordance with **ITB** Clause 21;
- (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and
- (e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with **ITB** Clause 21.
- 20.5. Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

### D. Submission and Opening of Bids

### 21. Deadline for Submission of Bids

Bids must be received by the Procuring Entity's BAC at the address and on or before the date and time indicated in the **BDS**. In case the deadline for submission of bids fall on a non-working day duly declared by the president, governor or mayor or other government official authorized to make such declaration, the deadline shall be the next working day.

### 22. Late Bids

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to **ITB** Clause 21, shall be declared "Late" and shall not be accepted by the Procuring Entity. The BAC shall record in the minutes of bid submission and opening, the Bidder's name, its representative and the time the late bid was submitted.

### 23. Modification and Withdrawal of Bids

23.1. The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed and properly identified in accordance with ITB Clause 20, linked to its original bid marked as "TECHNICAL MODIFICATION" or "FINANCIAL MODIFICATION" and stamped "received" by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.

- 23.2 A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Letter of Withdrawal must be executed by the duly authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.
- 23.3. Bids requested to be withdrawn in accordance with **ITB** Clause 23.1 shall be returned unopened to the Bidders. A Bidder, who has acquired the bidding documents, may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
- 23.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder's bid security, pursuant to **ITB** Clause 18.5, and the imposition of administrative, civil and criminal sanctions as prescribed by RA 9184 and its IRR.

### 24. Opening and Preliminary Examination of Bids

- 24.1. The BAC shall open the bids in public, immediately after the deadline for the submission and receipt of bids, as specified in the **BDS**. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the Bids submitted and reschedule the opening of Bids on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned.
- 24.2. Unless otherwise specified in the <u>BDS</u>, the BAC shall open the first bid envelopes and determine each Bidder's compliance with the documents prescribed in **ITB** Clause 12, using a non-discretionary "pass/fail" criterion. If a Bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".
- 24.3. Unless otherwise specified in the <u>BDS</u>, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated "passed". The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in **ITB** Clause 13.2, the BAC shall rate the bid concerned as "failed". Only bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation and comparison.
- 24.4. Letters of Withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened.
- 24.5. All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.
- 24.6. In the case of an eligible foreign bidder as described in **ITB** Clause 5, the following Class "A" Documents may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned, which shall likewise be uploaded and maintained in the PhilGEPS in accordance with Section 8.5.2 of the IRR:
  - (a) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;

- (b) Mayor's/Business permit issued by the local government where the principal place of business of the bidder is located; and
- (c) Audited Financial Statements showing, among others, the prospective bidder's total and current assets and liabilities stamped "received" by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two years from the date of bid submission.
- 24.7. Each partner of a joint venture agreement shall likewise submit the requirements in **ITB** Clause 12.1(a)(i). Submission of documents required under **ITB** Clauses 12.1(a)(ii) to 12.1(a)(iii) by any of the joint venture partners constitutes compliance.
- 24.8. The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.
- 24.9. The bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids as read and the minutes of the bid opening shall be made available to the public upon written request and payment of a specified fee to recover cost of materials.
- 24.10. To ensure transparency and accurate representation of the bid submission, the BAC Secretariat shall notify in writing all bidders whose bids it has received through its PhilGEPS-registered physical address or official e-mail address. The notice shall be issued within seven (7) calendar days from the date of the bid opening.

### E. Evaluation and Comparison of Bids

### 25. Process to be Confidential

- 25.1. Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the case of **ITB** Clause 26.
- 25.2. Any effort by a bidder to influence the Procuring Entity in the Procuring Entity's decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid.

### 26. Clarification of Bids

To assist in the evaluation, comparison, and post-qualification of the bids, the Procuring Entity may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by the Procuring Entity shall not be considered.

### 27. Domestic Preference

- 27.1. Unless otherwise stated in the **<u>BDS</u>**, the Procuring Entity will grant a margin of preference for the purpose of comparison of bids in accordance with the following:
  - (a) The preference shall be applied when the lowest Foreign Bid is lower than the lowest bid offered by a Domestic Bidder.

- (b) For evaluation purposes, the lowest Foreign Bid shall be increased by fifteen percent (15%).
- (c) In the event that the lowest bid offered by a Domestic Bidder does not exceed the lowest Foreign Bid as increased, then the Procuring Entity shall award the contract to the Domestic Bidder at the amount of the lowest Foreign Bid.
- (d) If the Domestic Bidder refuses to accept the award of contract at the amount of the Foreign Bid within two (2) calendar days from receipt of written advice from the BAC, the Procuring Entity shall award to the bidder offering the Foreign Bid, subject to post-qualification and submission of all the documentary requirements under these Bidding Documents.
- 27.2. A Bidder may be granted preference as a Domestic Bidder subject to the certification from the DTI that the Bidder is offering unmanufactured articles, materials or supplies of the growth or production of the Philippines, or manufactured articles, materials, or supplies manufactured or to be manufactured in the Philippines substantially from articles, materials, or supplies of the growth, production, or manufacture, as the case may be, of the Philippines.

### 28. Detailed Evaluation and Comparison of Bids

- 28.1. The Procuring Entity will undertake the detailed evaluation and comparison of bids which have passed the opening and preliminary examination of bids, pursuant to **ITB** Clause 24, in order to determine the Lowest Calculated Bid.
- 28.2. The Lowest Calculated Bid shall be determined in two steps:
  - (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
  - (b) The ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.
- 28.3. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the following in the evaluation of bids:
  - (a) Completeness of the bid. Unless the **BDS** allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Procuring Entity, except those required by law or regulations to be provided for; and
  - (b) <u>Arithmetical corrections.</u> Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
- 28.4. Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the <u>BDS</u>.

- 28.5. The Procuring Entity's evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Schedule of Prices.
- 28.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.
- 28.7. If so indicated pursuant to **ITB** Clause 1.2, Bids are being invited for individual lots or for any combination thereof, provided that all Bids and combinations of Bids shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid prices quoted shall correspond to all items specified for each lot and to all quantities specified for each item of a lot. Bid Security as required by **ITB** Clause 18 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified `in BDS Clause 28.3.

### 29. Post-Qualification

- 29.1. The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 12, and 13.
- 29.2. Within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.
  - Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.
- 29.3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.
- 29.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the HoPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.
- 29.5. A negative determination shall result in rejection of the Bidder's Bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid with a fresh period to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the LCRB is determined for recommendation for contract award.
- 29.6. Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the LCRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.

29.7. In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated Bid. A request for reconsideration may be filed by the bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

### 30. Reservation Clause

- 30.1. Notwithstanding the eligibility or post-qualification of a Bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.
- 30.2. Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:
  - (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
  - (b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
  - (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
    - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HoPE;
    - (ii) If the project is no longer necessary as determined by the HoPE; and
    - (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.
- 30.3. In addition, the Procuring Entity may likewise declare a failure of bidding when:
  - (a) No bids are received;
  - (b) All prospective Bidders are declared ineligible;
  - (c) All bids fail to comply with all the bid requirements or fail post-qualification; or
  - (d) The bidder with the LCRB refuses, without justifiable cause to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.

### F. Award of Contract

### 31. Contract Award

- 31.1. Subject to **ITB** Clause 29, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB.
- 31.2. Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award duly received by the Bidder or its representative personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.
- 31.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
  - (a) Submission of valid JVA, if applicable, within ten (10) calendar days from receipt of the Notice of Award;
  - (b) Posting of the performance security in accordance with **ITB** Clause 33;
  - (c) Signing of the contract as provided in ITB Clause 32; and
  - (d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.
- 31.4. At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified in Section VI. Schedule of Requirements.

### 32. Signing of the Contract

- 32.1. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 32.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to the Procuring Entity.
- 32.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 32.4. The following documents shall form part of the contract:
  - (a) Contract Agreement;
  - (b) Bidding Documents;
  - (c) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements 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;
  - (d) Performance Security;
  - (e) Notice of Award of Contract; and
  - (f) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

24

### 33. Performance Security

- 33.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.
- 33.2. The Performance Security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	
(b) 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.	Five percent (5%)
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)

33.3. Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall have a fresh period to initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the LCRB is identified and selected for recommendation of contract award. However if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.

### 34. Notice to Proceed

Within seven (7) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue the Notice to Proceed (NTP) together with a copy or copies of the approved contract to the successful Bidder. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.

### 35. Protest Mechanism

Decisions of the procuring entity at any stage of the procurement process may be questioned in accordance with Section 55 of the IRR of RA 9184.

# **Section III. Bid Data Sheet**

ITB Clause	
1.1	The Procuring Entity is <b>SOCIAL SECURITY SYSTEM.</b>
1.2	The name of the Contract is Three (3) - Year Contract of Janitorial Services for SSS NCR Properties.
	The identification number of the Contract is
	The $lot(s)$ and reference is/are:
	Three (3) - Year Contract of Janitorial Services for SSS NCR Properties.
2	The Funding Source is:  The Government of the Philippines (GOP) through Approved 2021  Corporate Operating Budget with Code PAP (43) of the Annual Procurement  Plan (APP) Others – MOOE (Investments Income), amounting to ₱  9,474,008.00 /year and a total amount of ₱ 28,422,024.00 for three (3) years.
	The name of the Project is: Three (3) - Year Contract of Janitorial Services for SSS NCR Properties.
3.1	No further instructions.
5.1	The Bidder should not have any pending case filed against the SSS, its employees and officials.
5.2	Foreign bidders, except those falling under <b>ITB</b> Clause 5.2(b), may not participate in this Project.
5.4	The Bidder must have completed, within three (3) years prior to the date of submission and opening of bids, a single contract that is similar to this Project, and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer index, must be equivalent to at least fifty percent (50%) of the ABC.  For this purpose, similar contracts shall refer to <b>Janitorial Services.</b>
7	No further instructions.
8.1	Subcontracting is not allowed.
8.2	Not applicable
9.1	The SOCIAL SECURITY SYSTEM will hold a pre-bid conference for this Project as indicated in the Advertisement.
10.1	The Procuring Entity's address is:
	The Chairperson BIDS AND AWARDS COMMITTEE  2 <sup>nd</sup> Floor, SSS Main Building East Avenue, Diliman, Quezon City Tel No: (632) 8922-1070, 8920-6401 loc.5492 & 6382 E-mail: bac@sss.gov.ph Website: <a href="http://www.sss.gov.ph">http://www.sss.gov.ph</a>



# 12.1(a) First Envelope: (i) PhilGEPS Certificate of Registration and membership in accordance with Section 8.5.2 of the 2016 Revised IRR of RA 9184. For procurement to be performed overseas, it shall be subject to the Guidelines to be issued by the GPPB. (ii) Statement 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. The statement shall include, for each contract, the following: (ii.1) name of the contract; (ii.2) date of the contract; (ii.3) contract duration; (ii.4) owner's name and address; (ii.5) kinds of Goods; (ii.6) amount of contract and value of outstanding contracts; (ii.7) date of delivery; and (ii.8) end user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements. (iii) Statement of Single Largest Completed Contract similar to the project to be bid within the period of three (3) years prior to the date

of submission and receipt of bids and equivalent to at least 50% of the ABC.

(For Statement of SLCC, it shall include the amount of completed contracts, adjusted by the Bidder to current prices using PSA's consumer price index, if necessary for the purpose of meeting the *SLCC* requirement.)

- (iv) NFCC computation in accordance with ITB Clause 5.5 or a committed Line of Credit from a universal or commercial bank;
- JVA or the Duly Notarized Statement in accordance with Section (v) 23.1 (b) of the 2016 Revised IRR of RA9184, if applicable
- Bid Securing Declaration or any form of Bid Security in the amount (vi) stated in the BDS, which shall be not less than the percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Not less than the Percentage of the ABC)
Cash or cashier's/manager's check issued by a Universal or	Two percent (2%) or
Commercial Bank.  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.	Php 189,480.16

Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.

Five percent (5%) or **Php 473,700.40** 

- \* Bank issued securities must be issued by a universal/commercial bank.
- \* Surety Bonds must be accompanied by a certification from Insurance Commission that issuer is authorized to issue such security.
- \* Bid Securing Declaration must be notarized by a duly commissioned Notary Public.
- (vii) Technical Proposal/Specifications
  - (a) Statement of Compliance with the Technical Specifications, as enumerated and specified in Sections VI (Schedule of Requirements) and VII (Technical Specifications) of the Bidding Documents;
- (viii) Omnibus Sworn Statement (form supplied)
  - (a) Sworn statement by the Bidder or its duly authorized representative in accordance with Section 25.3 of RA 9184 and its 2016 Revised IRR notarized by a duly commissioned Notary Public.
    - (i) Statement attesting to the Bidder's responsibilities pursuant to ITB Clause 6.
    - (ii) That it is not "blacklisted" or barred from bidding the GOP or any of its agencies, offices, corporations or LGUs, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
    - (iii) That 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;
    - (iv) That it authorizes the SOCIAL SECURITY SYSTEM or its duly authorized representative(s) to verify all the documents submitted;
    - (v) That the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute, and perform any and all acts necessary and/or to represent the Bidder in the bidding;
    - (vi) That it complies with the disclosure provision under Section 47 of RA 9184 in relation to other provisions of RA 3019;
    - (vii) That it complies with existing labor laws and standards. The winning/supplier shall also:
      - a. Comply with the provisions of the Social Security Act of 2018 (Republic Act No. 11199) and all labor and social legislations, rules and regulations.
      - b. SSS has the option to deduct from the contract price any delinquency amount due to SSS.

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12.1(a)(ii)	(viii) That it 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.  The bidder's SLCC similar to the contract to be bid should have been completed within <b>three (3) years</b> prior to the deadline for the submission and receipt of bids.
12.1 ( )	
13.1 (a)	<ol> <li>Second Envelope</li> <li>Financial Proposal</li> <li>Cost Proposal (Form Supplied)</li> <li>Bid Breakdown (Refer to Annex 2.1)</li> <li>Detailed Costing (Refer to Annex 2.2)</li> <li>Protected softcopy of the Cost Proposal, Bid Breakdown and Detailed Costing</li> </ol>
	Any alteration/deviation in the supplied data in the Financial Proposal (Cost Proposal and Bid Breakdown) shall also be a ground for disqualification.
13.1(b)	No further instructions.
13.1(c)	No additional requirements.
13.2	The ABC is <b>P</b> 28,422,024.00. Any bid with a financial component exceeding this amount shall not be accepted.
15.4(a)(iv)	No incidental services are required.
15.4(b)(i)	Not applicable.
15.4(b)(ii)	No incidental services are required.
16.1(b)	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.
16.3	Not applicable.
17.1	Bids will be valid for one hundred twenty (120) calendar days reckoned from the date of the submission and opening of bids.
18.1	<ol> <li>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</li> <li>The amount of not less than Php 189,480.16, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>The amount of not less than Php 473,700.40, if bid security is in Surety Bond.</li> </ol>
18.2	The bid security shall be valid for one hundred twenty (120) calendar days reckoned from the date of the submission and opening of bids.



20.3	Each Bidder shall submit five (5) sets.
	1. One (1) Envelope marked ORIGINAL; and
	2. Four (4) Envelopes marked COPY NO
21	The address for submission of bids is the Social Security System's:
	BIDS AND AWARDS COMMITTEE  Bidding Room (formerly CDPRD Computer Room),  2 <sup>nd</sup> Floor, SSS Main Building  East Avenue, Diliman, Quezon City  The deadline for submission of bids is indicated in the Bid Bulletin.
24.1	The place of bid opening is the Social Security System's:
	BIDS AND AWARDS COMMITTEE  Bidding Room (formerly CDPRD Computer Room),  2 <sup>nd</sup> Floor, SSS Main Building  East Avenue, Diliman, Quezon City  The date and time of bid opening is indicated in the Bid Bulletin.
24.2	No further instructions.
24.3	No further instructions.
27.1	No further instructions.
28.3 (a)	Grouping and Evaluation of Lots –
	Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
28.4	No further instructions.
29.2	The bidder with the lowest calculated bid as evaluated shall submit within non-extendible five (5) calendar days upon written notice the following documentary requirements:
	1. Latest income tax return corresponding to the Audited Financial Statements submitted, filed electronically (EFPS);
	2. Quarterly VAT (business tax returns) per Revenue Regulations 3-2005 for the last six (6) months filed electronically (EFPS); and
	<ul> <li>5. Other requirements to be submitted upon award of contract: <ol> <li>(i) Certification of the Availability of the standard tools and equipment (Annex 1.5)</li> <li>(ii) Sworn statement that it has adequate training program for its employees, and that all employees hired and deployed in their respective areas of assignments have been well trained in the proper use of tools and equipment, supplies and materials including basic pest control management and landscape and plant management.</li> </ol> </li> </ul>
32.4(f)	No additional requirement.



# Section IV. General Conditions of Contract

### 1. Definitions

- 1.1. In this Contract, the following terms shall be interpreted as indicated:
  - (a) "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
  - (c) "The Goods" means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
  - (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
  - (e) "GCC" means the General Conditions of Contract contained in this Section.
  - (f) "SCC" means the Special Conditions of Contract.
  - (g) "The Procuring Entity" means the organization purchasing the Goods, as named in the <u>SCC</u>.
  - (h) "The Procuring Entity's country" is the Philippines.
  - (i) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the <u>SCC</u>.
  - (j) The "Funding Source" means the organization named in the **SCC**.
  - (k) "The Project Site," where applicable, means the place or places named in the <u>SCC</u>.
  - (1) "Day" means calendar day.
  - (m) The "Effective Date" of the contract will be the date of signing the contract, however the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed and copy of the approved contract.
  - (n) "Verified Report" refers to the report submitted by the Implementing Unit to the HoPE setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

### 2. Corrupt, Fraudulent, Collusive, and Coercive Practices

- 2.1. Unless otherwise provided in the <u>SCC</u>, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:
  - (a) defines, for the purposes of this provision, the terms set forth below as follows:
    - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
    - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
    - (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
    - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
    - (v) "obstructive practice" is
      - deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
      - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.
- 2.2. Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in **GCC** Clause 2.1(a).

### 3. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

### 4. Governing Law and Language

- 4.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.
- 4.2. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

### 5. Notices

- 5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.
- 5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the **SCC** for **GCC** Clause 5.1.

### **6.** Scope of Contract

- 6.1. The Goods and Related Services to be provided shall be as specified in Section VI. Schedule of Requirement.
- 6.2. 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. Any additional requirements for the completion of this Contract shall be provided in the **SCC**.

### 7. Subcontracting

7.1. Subcontracting of any portion of the Goods, if allowed in the **BDS**, does not relieve the Supplier of any liability or obligation under this 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.

7.2. If subcontracting is allowed, the Supplier may identify its subcontractor during contract implementation. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS.** In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

### 8. Procuring Entity's Responsibilities

- 8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with **GCC** Clause 6.

### 9. Prices

- 9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.
- 9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with **GCC** Clause 29.

### 10. Payment

- 10.1. Payments shall be made only upon a certification by the HoPE to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. At least one percent (1%) but shall not exceed five percent (5%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in GCC Clause 17.
- 10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the SCC provision for GCC Clause 6.2 and upon fulfillment of other obligations stipulated in this Contract.
- 10.3. Pursuant to **GCC** Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the schedule stated in the **SCC**.
- 10.4. Unless otherwise provided in the <u>SCC</u>, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

10.5. Unless otherwise provided in the <u>SCC</u>, payments using Letter of Credit (LC), in accordance with the Guidelines issued by the GPPB, is allowed. For this purpose, the amount of provisional sum is indicated in the <u>SCC</u>. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.

### 11. Advance Payment and Terms of Payment

- 11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 11.2. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.
- 11.3. For Goods supplied from abroad, unless otherwise indicated in the <u>SCC</u>, the terms of payment shall be as follows:
  - (a) On Contract Signature: Fifteen Percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.
  - (b) On Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the <u>SCC</u> provision on Delivery and Documents.
  - (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

### 12. Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

### 13. Performance Security

- 13.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in the **ITB** Clause 33.2.
- 13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
- 13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.

- 13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
  - (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
  - (b) The Supplier has no pending claims for labor and materials filed against it; and
  - (c) Other terms specified in the **SCC**.
- 13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

### 14. Use of Contract Documents and Information

- 14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 14.2. Any document, other than this Contract itself, enumerated in **GCC** Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

### 15. Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII. Technical Specifications; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

### 16. Inspection and Tests

- 16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The <u>SCC</u> and Section VII. Technical Specifications shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.

- 16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to **GCC** Clause 5.
- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

#### 17. Warranty

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the **SCC**.

The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) but shall not exceed five percent (5%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) but shall not exceed five percent (5%) of the total Contract Price or other such amount if so specified in the <u>SCC</u>. The said amounts shall only be released after the lapse of the warranty period specified in the <u>SCC</u>; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.

- 17.4. 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, within the period specified in the <u>SCC</u> and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in GCC Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

#### 18. Delays in the Supplier's Performance

18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.

- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under GCC Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 18.3. Except as provided under GCC Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 19, unless an extension of time is agreed upon pursuant to GCC Clause 29 without the application of liquidated damages.

#### 19. Liquidated Damages

Subject to GCC Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. Once the amount of liquidated damages reaches ten percent (10%), the Procuring Entity may rescind or terminate the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.

#### 20. Settlement of Disputes

- 20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.
- 20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."
- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

#### 21. Liability of the Supplier

21.1. The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the **SCC**.

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21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

#### 22. Force Majeure

- 22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 22.2. For purposes of this Contract the terms "force majeure" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or force majeure shall be interpreted to mean an event which the Supplier could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

#### 23. Termination for Default

- 23.1. The Procuring Entity may rescind or terminate a contract for default, without prejudice to other courses of action and remedies available under the circumstances when, outside of force majeure, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;
- 23.2. The Procuring Entity may terminate the contract when, as a result of force majeure, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased;
- 23.3. The Procuring Entity shall terminate the contract when the Supplier fails to perform any other obligation under the Contract.
- 23.4. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.

23.5. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

#### 24. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

#### 25. Termination for Convenience

- 25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.
- 25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:
  - (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
  - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.
- 25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

#### 26. Termination for Unlawful Acts

- 26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:
  - (a) Corrupt, fraudulent, and coercive practices as defined in **ITB** Clause 3.1(a);
  - (b) Drawing up or using forged documents;
  - (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
  - (d) Any other act analogous to the foregoing.

#### 27. Procedures for Termination of Contracts

- 27.1. The following provisions shall govern the procedures for termination of this Contract:
  - (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
  - (b) Upon recommendation by the Implementing Unit, the HoPE shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
    - (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
    - (ii) the extent of termination, whether in whole or in part;
    - (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
    - (iv) special instructions of the Procuring Entity, if any.
  - (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
  - (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why this Contract should not be terminated.
    - If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract;
  - (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
  - (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
  - (g) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE; and
  - (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

#### 28. Assignment of Rights

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

#### 29. Contract Amendment

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

#### 30. Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.



# Section V. Special Conditions of Contract

GCC Clause	
1.1 (g)	The Procuring Entity is <b>SOCIAL SECURITY SYSTEM.</b>
1.1 (i)	The Supplier is [to be inserted at the time of contract award].
1.1 (j)	The Funding Source is
	The Government of the Philippines (GOP) through Approved 2021 Indicative Annual Procurement Plan (IAPP) Others – MOOE (Investments Income) Included in the (5th Update) with Code PAP (2), amounting to ₱ 9,474,008.00/year and a total amount of ₱ 28,422,024.00 for three (3) years.
1.1 (k)	The Project sites are defined in Annexes <b>1.6</b> (Coverage of Janitorial Services)
2.1	No further instructions.
5.1	The SOCIAL SECURITY SYSTEM's address for Notices is:
	THE CHAIRPERSON BIDS AND AWARDS COMMITTEE  2 <sup>nd</sup> Floor, SSS Main Building East Avenue, Diliman, Quezon City Tel. No. (632) 8922-1070; 8920-6401 local 5492 & 6382 Email: bac@sss.gov.ph Website: http://www.sss.gov.ph  The Supplier's address for Notices refers to winning bidder.
6.2	SCOPE OF SERVICES
	<ol> <li>The winning Bidder shall perform the following janitorial activities:</li> <li>a. Cleaning Services</li> <li>b. Garbage Hauling and Disposal</li> </ol>
	c. Basic Pest Control
	d. Landscape and Plant Maintenance
	2. It shall supply labor including supervision, supplies and materials, tools, equipment and other incidentals in whatever form necessary to perform the activities enumerated in the Scope of Services and Methodology (Annex 1.1) in the most effective, efficient and economical manner.
	3. It shall continue to accomplish the Services with the consent of the SSS after the expiration of the contract and that said extension shall be understood as running from month to month until terminated by the SSS by means of written notice.
	COMPLIANCE WITH SS LAW –
	The Winning Bidder shall report all its employees to SSS for coverage and their contribution, as well as, all amortization for salary/education/calamity and other SSS loans shall be updated.



Should the winning bidder fail to comply with its obligation under the provisions of the SS Law and Employees Compensation Act, SSS shall have the authority to deduct any unpaid SS and EC contributions, salary, educational, emergency and/or calamity loan amortizations, employer's liability for damages, including interests and penalties from winning bidder's receivables under the Contract.

Further, prescription does not run against SSS for its failure to demand SS contributions or payments from the Winning Bidder.

Moreover, Winning Bidder shall forever hold in trust SS contributions or payments of its employees until the same is fully remitted to SSS.

The winning/supplier shall also:

- a. Comply with the provisions of the Social Security Act of 2018 (Republic Act No. 11199) and all labor and social legislations, rules and regulations.
- b. Consider that SSS has the option to deduct from the contract price any delinquency amount due to SSS.
- c. Acknowledge that "The amount due to government agencies shall be based on the actual compensation/remuneration earned by the service personnel for a particular month in accordance with the prevailing minimum wage rate and other laws."
- d. Have the privilege that "In the event increase in labor cost is imposed upon the PROVIDER due to subsequent laws, the PROVIDER shall immediately inform the SSS in writing of such matter and the parties shall negotiate for the adjustment of the contract price to reflect such increase in labor cost and other related cost as a result of the operation of such law or laws."

#### **OBLIGATIONS OF THE WINNING BIDDER**

- 1. The Winning Bidder shall provide the Janitorial Services for NCR Properties including supervision in accordance with the scope of services and methodology, supplies and materials, tools and equipment, approved janitorial plans, and manpower complement and deployment schedules.
- 2. The Winning Bidder shall maintain a satisfactory level of performance throughout the term of the contract.
- 3. The Winning Bidder shall provide Project Manager/ Supervisor/s who shall act and make decisions in behalf and for the account of the Winning Bidder on matters arising from questions or complaints by the offices/units or by the service personnel themselves, at no cost to SSS.
- 4. The Winning Bidder shall make available at all times relievers and/or replacement to ensure continuous renditions of the SERVICES.
- 5. The Winning Bidder shall, at his own account, shoulder three (3) sets of uniforms, name tags and the pre-deployment expenses such as but not limited to medical exam/test and training, and shall not be passed on to, or deducted from the salary of the service personnel to be assigned to SSS.

- 6. The Winning Bidder shall require all its service personnel to wear their IDs and uniforms at all times while inside the SSS premises. Service personnel without ID and not in uniform shall be barred from entering the work site.
- 7. The Winning Bidder shall, within twenty-four (24) hours upon receipt of the written request by SSS, increase or decrease the number of the assigned service personnel. Request for additional service personnel aside from the regulars on duty and/or service beyond the regular hours shall be subject to prior approval by the SSS proper approving authority and with the corresponding approval of its budget.
- 8. The Winning Bidder shall furnish to SSS the names, work shifts, time schedule, training certificates and other personnel records of the service personnel assigned and shall give a written notice of any change in such personnel.
- 9. The Winning Bidder shall require its service personnel to render a minimum of eight-hour service daily. Only when required by the SSS shall service personnel be allowed to work during holidays. In case of exigencies, the service personnel may be required to extend their services beyond their regular office hours subject to an agreement on the additional charges.
- 10. The Winning Bidder shall submit voluntarily its service personnel for frisking and inspecting their bags by the guard on duty when entering or going out of the working area at all times.
- 11. The Winning Bidder shall comply with all the rights and benefits of its service personnel under the Labor Code and Department Order No. 18-A, Series of 2011 on: safe and healthful working conditions; labor standards such as, service incentive leave, rest days, overtime pay, 13<sup>th</sup> month pay and separation pay; retirement benefit; contributions and remittance of SSS, Philhealth, Pag-IBIG Fund, and other welfare benefits; the right to self-organization, collective bargaining and peaceful concerted action; and the right to security of tenure must be provided.
  - The Winning Bidder shall report all its employees to SSS and shall pay all the SS and EC contributions, as well as salary/educational/calamity and other loan amortization due and payable including interest and penalties, if any. Likewise directly remit monthly the employer's share and employees' contribution to Philhealth and Pag-IBIG. Failure to comply during contract award or implementation shall be a ground for cancellation/ termination of the contract.
- 13. The Winning Bidder shall faithfully comply with all other relevant laws, rules and regulations pertaining to the employment of labor, existing or which hereafter may be enacted.
- 14. The Winning Bidder shall strictly comply with all its obligations under the provisions of the above-enumerated laws, other related pertinent statutes, whether national, provincial, municipal; and existing SSS internal rules and regulations presently in force and effect, such as, but not limited to the following prohibited activities:
  - a. Bringing of firearms and deadly weapons;
  - b. Bringing of any member of the family, friends, relatives or any person not connected with the project;

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- c. Cooking/reheating or water heating;
- d. Staying/sleeping/taking a bath in the work site or roaming around the SSS premises during or after his duty
- e. Bringing out from SSS premises any supplies, materials, tools or equipment without the EFMD head written approval and clearance.
- f. Bringing in their personal belongings not necessary in the performance of their job. Personal bags or food containers shall be placed in the SSS designated area.
- 15. The Winning Bidder shall inform its service personnel that SSS shall not extend any and all forms of financial assistance to the said personnel over and above those expressly stipulated in the contract.
- 16. The Winning Bidder shall not sub-contract the performance of its obligation or any part thereof without the prior written conformity of the SOCIAL SECURITY SYSTEM.
- 17. The Winning Bidder shall compensate the injured service personnel or the legal heirs/beneficiaries of the deceased service personnel, when injury or death occurred while in the performance of their assigned duties and responsibilities.
- 18. The Winning Bidder shall indemnify and save the SSS harmless from all claims, demands, costs, expenses, debts, fines, penalties and liabilities of whatsoever kind arising wholly or in part out of the SERVICES herein contemplated or from acts of the winning bidder, its guests, service personnel/employees, including but not limited to public liability and property damage claims, and other claims of any nature whatsoever arising out of injury to or death of persons or damage to property of the SSS occurring in the course of the performance by the bidder of the SERVICES.
- 19. The Winning Bidder shall immediately restore/repair/ replace/pay any loss/es or damage/s caused to SSS-owned properties/premises pending investigation by bidder and validated by SSS.
- 20. The Winning Bidder shall make all payments of salaries/compensation to service personnel through individual Automated Tellering Machine (ATM) services and failure to do so shall be a non-compliance of contractual obligations for which penalty as stipulated may be enforced.
- 21. The cost of replacement, repair and maintenance of all tools, devices and equipment required shall be for the account of the bidder.

The Winning Bidder shall perform such duties as required of janitorial services provider under government rules and regulations, and those which may, from time to time, or on special occasions, be requested by SSS to be performed.

#### WARRANTIES OF THE WINNING BIDDER

1. Fulfil and comply with all its obligations under the contract.

- 2. All its licenses, certificate of registrations, permits and clearances from national and local government agencies/units (Securities and Exchange Commission (SEC), Department of Labor and Employment (DOLE), and Mayor's Office) to operate as service provider shall remain valid and subsisting.
- 3. As employer of the service personnel, comply with all its obligations under existing laws and their implementing rules and regulations on the payment of minimum wage, overtime pay, five (5) day incentive leave, paternity benefit, and other labor related benefits as well as remittances or payment of the appropriate amount or contributions/payment (SSS, EC, Pag-IBIG Fund, Phil-Health and taxes) with concerned government agencies/offices.
- 4. Continue to possess while the contract subsists substantial capital and investment, such as, but not limited to skilled, qualified, and well-trained service personnel, independent office, tools, equipment, supplies, materials and other paraphernalia which it has and will directly and actually use in the conduct of its operations, and shall undertake its business on its own account and responsibility.
  - Maintain its good standing as an independent business enterprise and as a qualified and competent service provider, financially capable of rendering to the public all the services herein contracted, and shall, obtain all necessary licenses, permits, authorizations and registrations, and comply with all laws, ordinances, and regulations required of all similar agencies. As proof of its financial capacity, it shall submit its audited financial statements and income tax returns to SSS when the latter so requests.
- 6. Upon written request of SSS, submit within five (5) calendar days such sworn statements, papers, documents or information pertaining to its compliance of its warranties and guarantees. Execute a sworn statement that at no point has it given anything to any official and employee of SSS in the course of obtaining approval of the Janitorial Services or the contract.
- 7. There is no employer-employee relationship between the SSS and the Bidder including its personnel; thus,
  - 7.1 The services rendered by the personnel assigned in the SSS in the performance of its obligation under the contract do not represent government service and will not be credited as such;
  - 7.2 The service personnel assigned in the SSS are not entitled to benefits enjoyed by SSS's officials and employees such as Personal Economic Relief Allowance (PERA), Representation and Transportation Allowance (RATA), ACA, etc.;
- 8. The service personnel assigned in SSS are not related within the third degree of consanguinity or affinity to the contracting officer and appointing authority of the SSS;
- 9. The service personnel assigned in SSS have not been previously dismissed from the government service by reason of an administrative case; that they have not reached the compulsory retirement age of 65; and that they possessed the training, experience and skills required to perform the job.

- 10. Should the Winning Bidder fail to comply with its obligation under the provisions of the SS Law, Employees Compensation Act and other pertinent statutes presently in force and effect, SSS shall have the option to either rescind the contract or deduct from the service fee any amount due and demandable by SSS as and for unpaid SS and EC contributions, salary, educational, emergency and/or calamity loan amortizations, employer's liability for damages, including interests and penalties, if any. This option is without prejudice on the right of SSS to forfeit the Performance Security filed by the Winning Bidder, as well as, to avail of other remedies provided for by law.
- 11. If SSS has any reason to believe that the Winning Bidder has failed to comply with any of the foregoing warranties and guarantees, or if it believes that the Winning Bidder has failed to comply with any law, rule or regulation governing or regulating its employment relationship with its assigned personnel, SSS may then notify the Winning Bidder accordingly, and should the latter refuse or fail to present satisfactory proof to the contrary within five (5) calendar days from its receipt of such notice from SSS, SSS shall have the right to immediately terminate the contract, without prejudice to any other remedies available to SSS under the law and the contract. Provided, that any misrepresentation or violation by the Winning Bidder of any of the above warranties and guarantees, or any of the terms and conditions of the contract, shall constitute sufficient basis to terminate the contract without need of prior notice.
- 12. The Winning Bidder shall be liable solely for any damage, loss, liability, obligation and claim, monetary or otherwise that may result from any violation of its warranties and guarantees, and the terms and conditions of the contract. The Winning Bidder shall hold SSS free and harmless from any liability. In case SSS shall be charged and be held liable, the Winning Bidder shall defend SSS before any agency, office, tribunal or court, and shall assume such liability principally and directly for the benefit of SSS. If for any reason, SSS is made to pay such damages, losses, liabilities, obligations and claims, the Winning Bidder shall reimburse SSS for any and all payments that it may make, as well as, all expenses and costs, including but not limited to litigation expenses and legal fees that may be incurred by SSS in connection therewith. SSS may, at its sole option, deduct all such payments from any amount that may be due to the Winning Bidder hereunder until they shall have been paid in full.
- 13. The Winning Bidder shall maintain a satisfactory level of performance throughout the term of the contract. Before end of each year, the SOCIAL SECURITY SYSTEM EFMD-BET Team Head shall conduct an assessment or evaluation of the performance of the Winning Bidder using the Performance Evaluation Form, attached as Annex 4.1 and 4.2.

Based on its assessment, the SOCIAL SECURITY SYSTEM may terminate the contract for failure by the Winning Bidder to perform its obligations, among other grounds of pre-termination provided under Section IV, Item 25 of the General Conditions of Contract subject to the procedures prescribed under GPPB Res. No. 018-2004 dated 22 December 2004.

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	The Winning Bidder warrants that in case of merger, consolidation or change of its ownership with other company, it is the responsibility of the surviving company/consolidated company/acquiring entity to inform SSS of the change in corporate structure/ownership. Failure to do so shall translate in such company assuming all liabilities of the acquired/merged company under the contract.
10.1	The terms of payment shall be on a monthly basis.
10.3	The payment shall be subject to retention of Witholding Tax and other applicable taxes in accordance with existing Laws and BIR Rules and Regulations, to be remitted directly to the BIR by the SSS.
10.4	Not applicable.
10.5	Payment using LC is not allowed.
11.3	Maintain the GCC Clause.
13.4(c)	No further instructions.
16.1	The inspections that will be conducted are the monthly supplies and materials of janitorial services, and tools and equipment.
17.3	Not Applicable.
17.4	Not Applicable.
21.1	No additional provision.
25.1.	SSS has the option to pre-terminate the contract at any time in the event that the development for SSS Makati Building, HK Sun Plaza Property and East Triangle Property starts.



## 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	Description	Quantity	Total	Delivered,
Number				Weeks/Months
1	JANITORIAL SERVICES:  a. Cleaning Service			Refer to the specified frequency on Annex  1.1 (Scope of Services
	<ul><li>b. Hauling and Disposal of garbage</li><li>c. Basic Pest Control</li><li>d. Landscape and Plant Maintenance</li></ul>			& Methodology)
2	SUPPLIES AND MATERIALS (3 years requirement)			Refer to the specified Monthly Schedule of Delivery of Janitorial Supplies and Materials on Annex 6.
3	TOOLS AND EQUIPMENT			To be delivered to respective offices/unit one week prior to the first day of the effectivity of the contract.



## Section VII. Technical Specifications

Bidders must state in the Statement of Compliance below 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 Bidders 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 provisions of **ITB** Clause 3.1(a)(ii) and/or **GCC** Clause 2.1(a)(ii).

#### **EVALUATION OF TECHNICAL PROPOSAL**

The Technical Specifications are to be submitted using the forms listed as follows:

Item	Specification	Statement of Compliance
Annex 1.1	Scope of Services and Methodology	
Annex 1.2	Manpower Complement and Deployment	
Annex 1.3	Standard Janitorial Supplies and Materials Registered with Food and Drug Administration (FDA) and Fertilizer and Pesticide Authority (FPA).	
Annex 1.4	Standard One-Year Janitorial Supplies and Materials to be Supplied Every Year for Three (3) Years	
Annex 1.5	Standard Tools and Equipment	
Annex 1.6	Coverage of Janitorial Services	
Annex 6	Monthly Delivery Schedule of Janitorial Supplies and Materials	

Criteria	Criteria I – Effective Service							
Item	Specification / Requirement	Statement of Compliance						
1	The bidder must signify its conformity to the following as prescribed by the SOCIAL SECURITY SYSTEM:  1. Seepe of Services and Methodologies							
	<ol> <li>Scope of Services and Methodologies</li> <li>Manpower Complement and Deployment</li> <li>Standard Janitorial Supplies and Materials Registered with FDA and FPA</li> </ol>							



Bidder must submit a statement that the proposed household/ cleaning products/ fertilizer/ pesticide it is going to use have been registered with and approved by the Food and Drug Administration (FDA) pursuant to DOH AO 19-2019 supported by Certificate of Product Registration (CPR) or by the Fertilizers and Pesticides Authority (FPA) overriding DOH 2015-0038; and that it will use the same supplies and materials, tools and equipment as required and approved by SSS in accordance with the Scope of Services and Methodology, Benchmark and/or Standards. This must be supported with a Standard Janitorial Supplies and Materials for Validation with FDA/FPA (Annex 1.3) indicating the following:

- Name of product
- **Brand Name**
- Certificate of Product Registration No.
- 4. Distribution of Three-Year Standard Supplies and Materials for Janitorial Services
- 5. Monthly Delivery Schedule of Janitorial Supplies and Materials
- 6. Landscape and Plant Maintenance
- 7. Basic Pest Control
- 8. Tools and Equipment

#### Criteria II - Track Record

- 1 The bidder must have:
  - 1. completed within three (3) years prior to the date of submission and opening of bids, a single contract that is similar to this Project, and the value of which, must be equivalent to at least fifty percent (50%) of the ABC;
  - 2. at least three (3) clients that have been serviced for a minimum of one year;
  - 3. at least a satisfactory rating from all its clients for the past three (3) years;
  - 4. not incurred any suspension, contract violation, disciplinary action or labor dispute that could be taken against them.

#### Criteria III – Performance Level

- The Bidder shall maintain a satisfactory level of 1 performance throughout the term of the contract based on the following performance criteria:
  - (Annex 4)
    - a. Contract Administration and Management
    - b. Service Quality
    - c. Time Management
    - d. Management and Suitability of Personnel
    - e. Provision of Regular Progress Report
- 2 The Bidder must comply with all the provisions of the contract.



The Bidder shall submit monthly report on the following, to be checked and validated by the concerned Office Head:

a. Deployment of Service Personnel/ Relievers

b. Daily Time Record (DTR) and Attendance Log Sheets countersigned by the Project Manager or Supervisor/s and approved by the Office/Unit Heads

c. Inventory of Supplies and Materials (Annex 5.1)

d. Inventory of Tools and Equipment (Annex 5.2)

e. Other necessary incident/matters that should be known by SSS. Incident reports and other pertinent reports that are deemed necessary

# Section VIII. Bidding Forms



#### **Bid Form**

	Invitation (	Date: to Bid <sup>1</sup> N <sup>o</sup> :
To: [name and address of Pi	cocuring Entity]	
Gentlemen and/or Ladies:		
numbers], the receipt of wh [supply/deliver/perform] [deliver/perform] [deliver/perform] [to Documents for the sum of [to Documents]]	nich is hereby duly escription of the Co otal Bid amount in w	nts including Bid Bulletin Numbers [insert acknowledged, we, the undersigned, offer to Goods] in conformity with the said Bidding words and figures] or such other sums as may be Prices attached herewith and made part of this
We undertake, if our B schedule specified in the Sch	<u> </u>	eliver the goods in accordance with the delivery nts.
If our Bid is accepted amounts, and within the time		provide a performance security in the form, dding Documents.
-		Validity Period specified in <u>BDS</u> provision for n us and may be accepted at any time before the
Commissions or gratuit to contract execution if we ar	• •	be paid by us to agents relating to this Bid, and act, are listed below: <sup>2</sup>
Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
(if none, state "None"	<u> </u>	

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 as per  ${\bf ITB}$  Clause 5 of the Bidding Documents.

-

<sup>&</sup>lt;sup>1</sup> If ADB, JICA and WB funded projects, use IFB.

<sup>&</sup>lt;sup>2</sup> Applicable only if the Funding Source is the ADB, JICA or WB.

We likewise certify/confirm that the undersigned, [for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of <u>Name of Bidder</u>, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the <u>Name of Project</u> of the <u>Name of the Procuring Entity</u>] [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the <u>Name of Bidder</u>, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for <u>Name of Project</u> of the <u>Name of the Procuring Entity</u>].

We acknowledge that failure to sign each and every page of this Bid Form, including the

attached Schedule of	Prices, shall be a gro	ound for the rejection of our bid.
Dated this	day of	20
[signature]		[in the capacity of]
Duly authorized to si	ign Bid for and on be	chalf of

The

	Fo	ormula	in	the	Com	putation	of	NF	C	C
--	----	--------	----	-----	-----	----------	----	----	---	---

NAME OF PROJECT							
	_	NAME OF CO	MPA	NY			
		- Current Liabilities) – cluding Awarded Cont			Works under On-		
YEAR	CU	URRENT ASSETS		CURRENT L	IABILITIES		
TOTAL							
Value of Outsta	nding Worl	as under On-going Co	ontrac	ts:			
CONTRA DESCRIP		TOTAL CONTRACT AMOUNT AT AWARD	F	CRCENTAGE OF PLANNED AND ACTUAL COMPLISHMENT	ESTIMATED COMPLETION TIME		
TOTA	L						
Use additional sh	neet/s, if nec	essary					
FORMULA:		)	_		=		
Current As	ssets minus	Current Liabilities n	ninus	Total Outstanding Works	, NFCC		
		P	1	_			
		NFCC					
<b>NOTE:</b> The bidd the janitorial serv		e at least a current ration.	o of 2:	1 for the year precedi	ing the bidding of		
С	urrent Ratio	= Total Current Assets	s/Tota	Current Liabilities			
Prepared and Sul	omitted by:						
Signature over P	rinted Name	<del></del>					

#### (Name of Bank)

#### **COMMITTED LINE OF CREDIT CERTIFICATE**

Date: \_\_\_\_\_

Social Security System (SSS)	
SSS Main Building, East Avenue	
Diliman, Quezon City	
CONTRACT PROJECT :	
COMPANY/FIRM :	
ADDRESS :	
BANK/FINANCING	
INSTITUTION :	
ADDRESS :	
AMOUNT :	
commits to provide the (Supplier/Distribut Contract, a credit line in the amount spe	nk/Financing Institution with business address indicated above, or/Manufacturer/Contractor), if awarded the above-mentioned cified above which shall be exclusively used to finance the act subject to our terms, conditions and requirements.
	ole within fifteen (15) calendar days after receipt by the etor) of the Notice of Award and such line of credit shall be Acceptance by the Social Security System.
in connection with the bidding requireme	n favor of said (Supplier/Distributor/Manufacturer/Contractor) ent of (Name of Procuring Entity) for the above-mentioned ments issued by us make us liable for perjury.
The committed line of credit cannot of Social Security System.	ot be terminated or cancelled without the prior written approval
Name and Signature of Authorized Financi	ng Institution Office
Office Designation	
Concurred by:	
Name & Signature of (Supplier/Distributor,	/Manufacturer/Contractor) Authorized Representative
Official Designation	
Philippines, Affiant exhibited to me his/her	FORE ME this day of at competent Evidence of Identity (as defines by the 2004 Rules at, Philippines.
	NOTARY PUBLIC
Doc No.       :	

(Note: The amount committed should be machine validated in the Certificate itself)

#### STATEMENT OF ON-GOING GOVERNMENT AND PRIVATE CONTRACTS

NAME OF CONTRACT	DATE OF CONTRACT	CONTRACT DURATION	OWNER'S NAME, ADDRESS, CONTACT NUMBERS AND E-MAIL ADDRESS	KINDS OF GOODS	AMOUNT OF CONTRACT	VALUE OF OUTSTANDING CONTRACT



# STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE PROJECT TO BE BID EQUIVALENT TO AT LEAST 50% OF THE ABC WITH ATTACHED SUPPORTING DOCUMENTS (i.e. P.O/CONTRACTS)

NAME OF CONTRACT	KINDS OF GOODS	AMOUNT OF CONTRACT	CONTACT PERSON, CONTACT NO. AND E-MAIL ADDRESS



#### **Omnibus Sworn Statement**

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;
- 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, including DOLE Department Order No. 18-A s.2011; and
- 8. [Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder:
  - a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure 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.

IN WITNESS WHEREOF, I have homeometric homeometric hardwards by the state of the st	ereunto set my hand this day of, 20 at
	Didden's Democratation (Application of Circumstance)
	Bidder's Representative/Authorized Signatory
execution], Philippines. Affiant/s is/are per through competent evidence of identity as No. 02-8-13-SC). Affiant/s exhibited to me	
	NAME OF NOTARY PUBLIC
	Serial No. of Commission
	Notary Public for until
	Roll of Attorneys No
	PTR No[date issued], [place issued]
	IBP No [date issued], [place issued]
Doc. No Page No.	

Book No. \_\_\_\_ Series of

<sup>\*</sup> This form will not apply for WB funded projects.

#### **BID SECURING DECLARATION FORM**

	OF THE PHILIPPINES)
CITY OF _	) S.S.
X	x
	BID SECURING DECLARATION Invitation to Bid: [Insert Reference number]
To: [Insert n	ame and address of the Procuring Entity]
I/We <sup>3</sup> , the un	ndersigned, 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

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

prejudice to other legal action the government may undertake.

(a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;

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 9184; without

- (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;
- (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'S AUTHORIZED REPRESENTATIVE] [Insert Signatory's Legal Capacity] Affiant

\_

<sup>&</sup>lt;sup>3</sup> Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

<b>SUBSCRIBED AND SWORN</b> to before me this day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no and his/her Community Tax Certificate No issued on at
Witness my hand and seal this day of [month] [year].
NAME OF NOTARY PUBLIC  Serial No. of Commission  Notary Public for until  Roll of Attorneys No  PTR No [date issued], [place issued]  IBP No [date issued], [place issued]
Doc. No Page No Book No Series of

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## **Contract Agreement Form**

	URIN	G ENTITY] of the Phi	llippines (hereinafter calle	20 between [name of ed "the Entity") of the one part and the called "the Supplier") of the other
	otion of and se	f goods and services] ervices in the sum of	and has accepted a Bid by	s and ancillary services, viz., [brief the Supplier for the supply of those and figures] (hereinafter called "the
	NOW	THIS AGREEMENT	WITNESSETH AS FOLI	LOWS:
1. assign		s Agreement words and nem in the Conditions of	<u>=</u>	ne same meanings as are respectively
2. Agreei		_	nall be deemed to form and	be read and construed as part of this
	(a) (b) (c) (d) (e) (f) (g)	documents/statement	ts submitted (e.g. bidder's to the bid resulting from pairements; ications; ons of Contract; ons of Contract; urity; and	nd Financial Proposals, and all other response to clarifications on the bid), the Procuring Entity's bid evaluation;
	oned, tl	he Supplier hereby cov		Entity to the Supplier as hereinafter provide the goods and services and to rovisions of the Contract
	and se	ervices and the remedy payable under the pro-	ing of defects therein, the	consideration of the provision of the Contract Price or such other sum as he time and in the manner prescribed
accord			-	d this Agreement to be executed in the day and year first above written.
Signed	l, seale	d, delivered by	the	(for the Entity)
Signed	l, seale	d, delivered by	the	(for the Supplier).

(FDA)/Commitment of Compliance Name of the Procuring Entity: Project Reference Number: Name of the Project: Location of the Project: **AFFIDAVIT** I, <u>(Representative of the Bidder)</u>, of legal age, <u>(civil status)</u>, Filipino and residing at <u>(Address of</u> the Representative), after having been duly sworn to in accordance with the law, depose and state: That I am the duly authorized representative of (Name of Company) with office address at That in compliance with the requirements of the SOCIAL SECURITY SYSTEM (SSS), I affirm that our company has verified and confirmed that the cleaning solution products it is going to use for janitorial services in SSS offices, if awarded the contract, have been registered with the appropriate government agency - the Food and Drug Administration (FDA) by its respective manufacturers/importers/distributors; That our company shall use the same products listed in Annex 1.3 - LIST OF FDA REGISTERED HOUSEHOLD PRODUCTS TO BE USED FOR JANITORIAL SERVICES IN SSS and the other supplies, materials, tools, devices and equipment required by the SSS within the duration of the contract in accordance with the approved scope of services and methodology, benchmark and/or standards for Lot (Specify the Lot No.). That I am executing this affidavit to attest to the truth of the foregoing statements, as one of the documentary requirements of the SSS, and for whatever legal intents and purposes it may serve. FURTHER AFFIANT SAYETH NAUGHT. **AFFIANT** SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_, affiant exhibiting to me his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_\_ \_\_\_\_, Philippines. (Notary Public) Doc. No. \_\_\_\_ Page No.

Book No. \_\_\_\_\_
Series of \_\_\_\_\_

Sworn Statement that the bidder will use cleaning solutions for janitorial services in SSS are registered with and approved by the Food and Drug Administration

Sworn Statement that the bidder will use fertilizer/pesticide for janitorial services in SSS are registered with and approved by the Fertilizer and Pesticide Authority (FPA)/Commitment of Compliance
Name of the Procuring Entity
Name of the Procuring Entity: Project Reference Number:
Name of the Project: Location of the Project:
AFFIDAVIT
I, <u>(Representative of the Bidder)</u> , of legal age, <u>(civil status)</u> , Filipino and residing at <u>(Address of the Representative)</u> , after having been duly sworn to in accordance with the law, depose and state:
That I am the duly authorized representative of (Name of Company) with office address at;
That in compliance with the requirements of the SOCIAL SECURITY SYSTEM (SSS), I affirm that our company has verified and confirmed that the fertilizer/pesticide products it is going to use for janitorial services in SSS offices, if awarded the contract, have been registered with the appropriate government agency – the Fertilizer and Pesticide Authority (FPA) by its respective manufacturers/importers/distributors;
That our company shall use the same products listed in <b>Annex 1.3 - LIST OF FPA REGISTERED PRODUCTS TO BE USED FOR JANITORIAL SERVICES IN SSS</b> within the duration of the contract in accordance with the approved scope of services and methodology, benchmark and/or standards for Lot ( <i>Specify the Lot No.</i> ).
That I am executing this affidavit to attest to the truth of the foregoing statements, as one of the documentary requirements of the SSS, and for whatever legal intents and purposes it may serve.
FURTHER AFFIANT SAYETH NAUGHT.
AFFIANT
SUBSCRIBED AND SWORN TO before me this day of 20, affiant exhibiting to me his/her Community Tax Certificate No issued on at, Philippines.
(Notary Public)
Doc. No Page No Book No Series of

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## Annex 1

## **TECHNICAL PROPOSAL ANNEXES**

#### **SCOPE OF SERVICES & METHODOLOGY**

	Scope of Service/Subject Areas/Items	Standard	Methodology	Frequency	Statement of Compliance
A.	<b>Cleaning Service</b>				
1.	Floors, stairways, ceiling & other horizontal surfaces	Clean and glossy floors and other horizontal surfaces.	Plain Cement  1. Sweep the floor with soft broom and throw dirt/waste papers into the wastebasket.	Daily	
			Follow up cleaning by damp mopping.	Daily	
			3. General cleaning.	Weekly	
			Granolithic Marble Finish		
			Floor Preparation:		
			<ol> <li>Strip the floor thoroughly with a floor stripper.</li> <li>Apply 1 full coat of floor sealer using a 4" paintbrush. Allow floor to dry 3-4 hours.</li> <li>Roughen the surface with</li> </ol>	Weekly	
			sandpaper or a spray red buffing pad. Clean the dust and dirt.		
			Apply a second coat of floor sealer. Let the floor dry thoroughly in 3-4 hours.		
			<ul><li>5. Apply the final coat of sealer and allow to dry completely.</li><li>Floor finish or wax may be then applied.</li></ul>		
			Floor Protection		
			<ol> <li>Apply liquid or paste wax in full, uniform coat, using a clean mop or cloth. Allow the floor to dry for at least 1 hour.</li> <li>Buff the floor using a low speed polisher with polishing</li> </ol>	Weekly	
			pad (white) until the desired		
			gloss is achieved.  Floor Maintenance	Weekly	
			Dusts mop the floor regularly.	Daily	
			Buff the floor regularly to maintain shine.	Weekly	
			<ol> <li>Re-coat as needed with the previously applied floor wax finish when buffing did not provide good results.</li> </ol>	Weekly	
			4. Buff the floor when completely dry.	Weekly	



#### Vinyl Tiles Floor Preparation 1. Sweep the floor with a broom, Weekly dust mop or treated cloth to remove loose dirt, dust and litter. 2. Mix 1 part stripping solution with 4 parts of water. 3. Spread the stripping solution over the floor with a mop but avoid splashing it. Let the solution work its way in 5-10 minutes. 4. Scrub the floor using a floor machine, if any, or by a scrub brush or stripping pad to remove wax and dirt build up. 5. Mop the dirty solution or use wet/dry vacuum cleaner. 6. Rinse using clean water mop and bucket. Spread water liberally, covering the entire 7. Remove the rinse water with a mop or wet/dry vacuum cleaner. 8. Let the floor dry thoroughly (dry to the touch). Floor Protection: 1. Apply a full, uniform coat of sealer with a clean mop. Allow the sealer to dry for at least 30 minutes. 3. Apply a second coat of sealer Weekly for better protection and and/or as durability but only after first often coat is completely dry. needed 4. Let the floor dry thoroughly (dry to the touch). 5. Apply a full, uniform coat of floor finish with a clean mop. 6. Allow the floor to dry at least 30minutes. 7. Apply a second coat of floor finish after first coat is completely dry. 8. Let the floor dry thoroughly (dry to the touch). Floor Maintenance: 1. Sweep the floor with a broom, Daily and/or dust mop or treated cloth to as often as remove loose dirt, dust and needed litter. 2. Mix 1 part All-Purpose Cleaning Solution with 40 parts Weekly 3. Spread the solution over the Weekly floor. Use a wet (but not dripping) mop. Let the solution work its way in 2 minutes. 4. Spray regularly with solution Weekly then buff immediately using red pads to restore the shine.

		, , , , , , , , , , , , , , , , , , ,
	Sweep the floor with a broom or collect dust with a vacuum cleaner.	Weekly
	Damp mop the floor regularly with all purpose cleaning solution.	Weekly
	<u>Periodic</u>	
	1. Mix 1 part all purpose cleaning	
	solution with 30 parts water.	Quarterly
	2. Spread the solution over the	and/or As
	floor. Leave for 2 minutes.  3. Scrub the floor with a low	Needed
	speed machine using a green	
	scrubbing pad.	
	4. Mop the dirty solution or use wet/dry vacuum cleaner.	
	5. Rinse the floor thoroughly and	
	let it dry.	
	<ol><li>Apply a full coat of floor finish and let it dry.</li></ol>	
	Pebble Washout Finish	
	Floor Preparation	
	Strip the floor thoroughly with	Quarterly
	a quality chemical stripper.  Remove gums with spatula or	and/or as
	steel brush. Pressure wash	Needed
	floor to remove stubborn dirt	
	and gums. Clean up dust and dirt thoroughly.	
	2. Apply floor sealer using a 4"	
	paintbrush. Allow the floor to	
	dry 3-4 hours.	
	3. Apply a second sealer. Let the floor dry thoroughly 3-4	
	hours.	
	<ol> <li>Apply a final coat of sealer and allow to dry completely.</li> </ol>	
	Floor Maintenance	
	Dust mop the floor regularly.	
	<ol><li>Scrub floor every 4 months.</li></ol>	
	3. Re-coat as needed with the	Quarterly
	previously applied floor wax finish.	
	4. Buff the floor when completely dry.	
	completely dry.	
	Carpet Tile Finish	
	Floor Preparation	
	1. Clean up surface using an	
	industrial canister- type dry	
	vacuum cleaner to remove loose dirt, dust and litter.	
	2. Mix carpet shampoo in a pail	Marath.
	and allow to foam.	Weekly and/or as
	3. Spread the foam over a	needed
	portion of the carpet. 4. Immediately run brush until	
	foam disappears (or use	
	carpet shampoo machine	
	instead of manual brushing).  5. Let the carpet dry in 2 to 4	
	hours.	
1		

	T			7
			<ul><li>6. Pass dry vacuum cleaner over surface to pick up loosened dirt.</li><li>7. Comb carpet surface with a dry brush.</li></ul>	
			HDF Laminates/Raised Floor Finish	
			Floor Preparation	
			Sweep the floor with a broom, dust mop or treated cloth to remove loose dirt, dust and litter.	Daily
			<ol><li>Damp mop with a cleaning solution, not allowing drips to seep through the joints.</li></ol>	Weekly and/or as needed
			<ol> <li>Dry buff surface using a low speed polisher (175 rpm) with white polishing pad until the desired gloss is achieved.</li> </ol>	Weekly and/or as needed
		Others:	Empty and clean the trash cans every end of the day.	Daily
			Vacuum clean dusty areas.	Weekly
			Remove gums/stubborn dirt on the floors with spatula or with cleaning solution.	Weekly
			Place doormats on entrance areas. Clean and mop wet/muddy areas.	Daily
			Clean light diffusers to keep brighter illumination.	Monthly and/or as needed
			Remove cobwebs from ceilings and report to EFMD any damage or water marks.	Monthly and/or as needed
			Scrub and clean stairways of dusts, dirt, stains and foreign matter.	Daily
		Fire escape	Apply furniture polish on wooden stair railings.	Quarterly
		stairways should always be free from obstructions.	Keep the fire escape stairways clean, clear and free from any obstruction thereon.	At All Times
2.	Walls, Doors, Partitions and Other Surfaces	Clean walls, slats, doors, air vent outlets, glass	Clean/wipe off smudges on walls, doors, partitions, etc. with right industrial cleaning solution.	Daily
		partitions and	Wipe all doorknobs with disinfectant.	Daily
		all other surfaces within the building	Wax and polish all varnished wooden doors, walls, partitions, others.	Weekly
		premises – free from dust, dirt and stains.	Report any damaged surfaces to the EFMD for appropriate action.	Immediately

3.	Windows, grills and Frames, Glass Panes	Clean and clear window glass panes, grills and	Wash and squeegee all glass panes inside and outside for a clean and clear view.	Weekly
		frames.	Clean and polish all frames of windows to minimize rust and dust accumulation.	Weekly
4.	Comfort Rooms and Drinking Fountains	Toilet fixtures, mirrors, etc. should be	Empty, wash and disinfect trash receptacles.	Hourly
		free from stains, dirt,	Check and clean vents and ledges.	Hourly
		germs and foul smell.	Dust mop or sweep out corners and floors.	Hourly
		Clean and sanitize.	Apply cleaning solution to urinals and bowls. Clean interior and exterior of bowls and urinals.	Daily
			Clean mirrors.	Hourly
			Clean lavatory/sinks, countertops and faucets.	Hourly
			Clean wall partitions.	Weekly and/or As needed
			Clean grout using a tile & grout rejuvenator. Spray and give time to remove discoloration. Wipe and rinse well. Once grout and tiles are clean, use a grout sealer. Apply according to product instructions.	Monthly and/or as needed
			De-clog lavatories, sinks and floor drains.	Daily and/or as needed
			Empty, wash and disinfect trash receptacles. Tie up old liner. Insert new liner.	Daily
			Report defective toilet fixtures/others to the <b>EFMD</b>	Immediately
5.	Office Furniture, Equipment and Fixtures.	Clean and sanitize at all times – free from dust,	Remove dust, stains, and marks on top of tables, cabinets, chairs and office equipment.	Daily
	<ul><li>Tables</li><li>Chairs</li></ul>	stains and pests.	Keep all furniture glossy and clean.	Weekly
	<ul><li>Cabinets</li><li>Office Equipment</li><li>Fixtures</li></ul>	pools.	Empty and disinfect wastebaskets at all times.	Daily
			Shampoo and vacuum-clean all fabric upholstery.	Monthly or As Needed
			Disinfect all chairs, tables and cabinets.	Weekly
			Report any damaged/defective furniture to the <b>EFMD</b>	Immediately
6.	Records and Stock Rooms	Clean and free from dust	Vacuum-clean and disinfect records.	Weekly
		and insects/ pest/ rodents.	Sweep, scrub and mop all floors of stockroom.	Daily
			Report presence of insects/pests/ rodents to the <b>EFMD</b>	Monthly

ı — — — — — — — — — — — — — — — — — — —	ī			
7.	Blinds and Carpets	Clean and free from	Wipe off dust and dirt from surfaces of venetian blinds.	Daily
		dust, stains and foul odor.	Report damaged blinds to the <b>EFMD</b> . Remove, wash, and rinse venetian blinds and reinstall it to original position.	Immediately
			Remove gums/dirt/stains on carpet.	Monthly
			Shampoo carpets and vacuum clean and dry.	Weekly
8.	Building Surroundings (SSS Owned- Properties)	Clean and litter-free parking areas,	Sweep all dried leaves and litters in all surroundings/areas and throw them to garbage bins.	Daily
		driveways & sidewalks	Wash and brush sidewalks.	Weekly
		Sidewalks	Pressure wash concrete surfaces with grease, oil and other sticky substances.	Weekly
			De-clog all catch basins/drainage manholes.	Weekly and/or as needed
			Clean and remove leaves and debris from roof and gutters.	Weekly and/or as needed
9.	Garbage Collection	Well- kept garbage storage areas	Provide adequate trash receptacles to various work areas with plastic bag.	Daily
		clorage areas	Segregate trash/garbage in color-coded trash bags at the garbage area behind the building.	Daily
			Coordinate with LGU for the collection and hauling of garbage and trash. The collection shall be done at least thrice a week from 6:00 A.M. onwards.	Daily
			Use big black plastic bag to contain trash.	Daily
			Spray disinfectants to garbage depository.	Daily
		Trash receptacles and garbage	Collect, sort and place trash/garbage according to type in its respective depositories.	Daily
		bins should be free from foul smell, bacteria and breeding area	Examine trash receptacles for any accidentally thrown important items and report it to concerned employee, if any.	Daily
		for insects.	Wash and disinfect trashcans.	
				Daily
10.	Lifting/Hauling / Transport Services	Provide lifting, moving and hauling works to requesting offices / departments.	Make available a pool of janitors who will attend to urgent requests for hauling/transfer/transport of supplies, furniture or equipment, records, etc. within, to and from the Offices/Units.	Daily
11.	Other Janitorial Services		Make available janitors and materials to satisfy urgent requests for additional cleaning works.	Daily

В.	Elevator Operation (SSS Owned- Properties)	Ensure continuous, efficient and safe transport of passengers, records, supplies, etc. to any floor.	Deploy trained, qualified and courteous operators.  Clean elevator cages of dust and dirt.  Conduct general cleaning, scrubbing, polishing and disinfecting of interiors.  Provide each elevator operator with working flashlight when operating the elevator.  Apply air freshener to maintain clean smell.  Report any malfunctioning elevator to concerned <b>EFMD</b>	Daily  Daily  Weekly  Anytime  Daily  Immediately
C.	Landscape/ Indoor Plants Maintenance (SSS Owned- Properties)	Ensure healthy growth of plants, trees and grass and well- groomed/ cultivated gardens.	Cultivate and weed garden soil.  Water plants.  Apply fertilizers.  Spray insecticides to plants and trees.  Trim tree branches to clear obstructions/hazards.  Trim grass, bush, and shrubs for healthy growth.	Daily Daily Quarterly As needed As needed As needed
D.	Basic Pest Control	Building and surroundings are free from cockroaches, ants, mosquitoes, rodents and other insects/pests.	Spray insecticide whenever flying and crawling insects proliferate and thrive.  Apply pesticide whenever rodents and crawling pests proliferate and thrive.  Submit report of pest control applications.	Weekly and/or as needed  Semi- Monthly and/or as needed  Monthly

#### NOTE:

The Bidder must state "Comply" under the column Bidder's Proposal to indicate his conformity opposite each methodology. If he deems that additional methodologies can further enhance the desired objectives, he must state in additional sheets such activities he deems necessary under the respective scope and areas of services.

Prepared and Concurred by:		
Printed Name and Signature	:	
Position	:	
Agency	:	
Address	:	
Contact No.	:	
Date Prepared	:	 

# MANPOWER COMPLEMENT AND DEPLOYMENT FOR NCR PROPERTIES

Office/Unit		Area (sq.m.)	Floors	Manpower Complement	Remarks (For SSS Use Only)
1	Makati Building	8671.82	12	12	
2	HK Sun Plaza	2,512.62	1	10	
3	East Triangle Property and Motor pool	1,804.87	1	2	
	SUB TOTAL			24	

Prepared and Cor	curred by:		
Printed Name and Signature	:		
Position	:	 <del></del>	
Company	:	 <del> </del>	
Address	:	 	
Contact No.	:	 	
Date Prepared	:		

## STANDARD JANITORIAL SUPPLIES AND MATERIALS FOR VALIDATION WITH FDA/FPA

	Name of Product	Unit	Brand Name	Certification of Product Registration (CPR) No.
CL	EANING SOLUTIONS (FDA VALIDA	ATION)		
1	Cleaner	gallon		
2	Stripper	gallon		
3	Sealer	gallon		
4	Wax	gallon		
5	Spray (Buffing)	gallon		
6	Toilet Bowl Cleaner	gallon		
7	Glass Cleaner	gallon		
8	Carpet Shampoo	gallon		
9	High Gloss Finish Wax	gallon		
10	Liquid Bleach	gallon		
11	Muriatic Acid	gallon		
12	Air Freshener, 120 ml	can		
13	Deodorant Cake	piece		
14	Disinfectant Liquid spray	gallon		
15	Liquid Declogger	gallon		
PES	STICIDE & FERTILIZER PRODUCTS	S (FPA VALIDATIO	ON)	
1	Insect Aerosol Spray, 120 ml	can		
2	Rat bait, med	box		

This is to certify that the household products listed above had passed the quality assurance of **FDA/FPA** as verified from said agency by our Company. If awarded with the janitorial service contract with SSS, our company is committed to use the said products and other supplies and materials as required in the corresponding awarded Lot/Project, SSS approved Scope of Services and Methodology/Standards.

Prepared b	)V:		
•	•		Signature Over Printed Name
Date	:		
Position	:		
Company	:		
Business A	Addres	SS:	

Note: Only one (1) List of Products may be submitted by a bidder for more than one (1) Lot containing all the products prescribed by SSS for said Lots. Delete the product from the List that is not among those required in the Lot the Bidder wants to bid or indicate "NA" opposite the product name. The above-listed products are subject to validation/confirmation from the concerned agencies.

90

77

# STANDARD ONE-YEAR JANITORIAL SUPPLIES AND MATERIALS TO BE SUPPLIED EVERY YEAR FOR THREE (3) YEARS

	Particulars	Unit	Total Quantity	Makati Bldg.	HK Sun Plaza	East Triangle Property & Motorpool
	No. of Janitors		24	12	10	2
	No. of Floors		14	12	1	1
	No. of floor polisher required		3	1	1	1
	No. of executive/branch office		9	6	1	2
Cleanin	ng Soludions (Refer to Annex B.1 Benc	hmark for Clea	ning Solutio	ns)		
1	Cleaner	gallons	507	342	81	84
2	Stripper	gallons	77	73		4
3	Sealer	gallons	193	183	_	10
4	Wax	gallons	284	274	_	10
5	Spray	gallons	152	143		9
6	Toilet bowl cleaner	gallons	316	167	132	17
7	Glass cleaner	gallons	37	25	132	11
8				23		
	Carpet Shampoo	gallons	2		-	-
	Cleaning Solutions					_
1	Liquid Bleach	gallons	129	106	17	6
2	Muriatic acid	gallons	128	106	17	5
	Janitorial Supplies	200 1/	E4	26	6	12
2	Air freshener Bowl brush	280 ml/can	54 300	36 148	136	12 16
3	Broom, ceiling w/ nylon bristles	pieces	87	58	17	12
4	Broom, soft	pieces pieces	87	58	17	12
5	Broom, stick	pieces	87	58	17	12
6	Deodorant cake	pieces	3,600	1,776	1,632	192
7	Liquid Soap	gallons	102	54	24	24
8	Hand Soap Dispenser	pieces	28	24	2	2
9	Disinfectant liquid	gallons	129	106	17	6
10	Drain cleaner (liquid declogger)	gallons	450	222	204	24
11	Dust pans	pieces	48	24	20	4
12	Duster with extension handle	pieces	48	24	20	4
13	Feather duster	pieces	48	24	20	4
14	Furniture polish	330 ml/can	36	12	12	12
15	Gloves, rubberized	pairs	48	24	20	4
16	Hand pad	pieces	389	260	75	54
17	Mop handle - wooden	pieces	48	24	20	4
18	Mop head - cotton (color coded)	pieces	96	48	40	8
19	Pad, 16" polishing (white)	pieces	28	24	2	2
20	Pad, 16" spraybuffing (red)	pieces	28	24	2	2
21	Pad, 16" stripping (black)	pieces	28	24	2	2
22	Pad, 16" scrubbing (blue)	pieces	28	24	2	2
23	Rags, cotton	pieces	3,380	2,236	676	468
24	Steel brush - small	pieces	12	4	4	4
25	Trash bags (color coded) - XL	pieces	8,736	7,488	624	624
26	Trash Bin (color coded)	pieces	9	3	3	3
27	Trigger sprayer, plastic	pieces	28	24	2	2
	L					
Basic P	est Control		108	36	36	36
1	Insect Aerosol Spray - 300ml	cans				



# STANDARD TOOLS AND EQUIPMENT NCR PROPERTIES

The Contractor shall provide and make available the following items at no added cost to SSS but required in the performance of all its services. Additional or other equipment shall be included on a need basis.

	Item		Standard	Bidder's Proposed Quantity	Remarks (SSS Use Only)
1	Aluminum Ladder	2	1 unit / Office/Unit		
2	Bucket with wringer	2	1 unit / Office/Unit		
3	Buggy cart (for garbage collection)	2	1 unit / Office/Unit		
4	Caution signs "Wet Floor" A-type	4	2 units / Office/Unit		
5	Extension wire (15 m)	2	1 set / Office/Unit		
6	Floor polisher, 17" (175-300 rpm)	2	1 unit / Office/Unit		
7	Plastic drum	2	1 unit / Office/Unit		
8	Plastic pail	2	1 unit / Office/Unit		
9	Garden Hose (300m) & accessories	2	1 unit / Office/Unit		
10	Pressurized Washer	2	1 unit / Office/Unit		
11	Spatula	2	1 pc / Office/Unit		
12	Squeegee, glass wiper	2	1 pc / Office/Unit		
13	Squeegee bucket	2	1 pc / Office/Unit		
14	Suction cup	4	2 pcs / Office/Unit		
15	Tong	2	1 pc / Office/Unit		
16	Utility belt bag	24	1 pc /Janitor		
17	Utility cart	2	1 pc / Office/Unit		
18	Color-coded Trash cans with cover (Biodegradable, Non-biodegradable, Recyclable)	2	1 pc / Office/Unit		
19	Flashlight with batteries	2	1 pc / Office/Unit		
20	Vacuum cleaner, wet and dry type	Verify actual	1 unit / Office/Unit (As n Offices)	eed arises for	other

Prepared by:	
Printed Name and Signature:	
Position:	
Company:	
Address:	
Contact No:	
Date Prepared:	

900

#### Annex 1.6

#### **COVERAGE OF JANITORIAL SERVICES**

OFFICE/UNIT	ADDRESS
1. Makati Building	SSS Makati Bldg., Ayala Ave., corner V.A. Rufino St., Makati City
2. HK Sun Plaza	SSS FCA Property, 8001 Financial Center, Roxas Boulevard, Pasay City
East Triangle Property and Motorpool	East Avenue, Brgy. Pinyahan, Diliman, Quezon City

90

# Annex 2 FINANCIAL PROPOSAL ANNEXES



	BID B	REAKDOWN			
	Cost of 1 Yea	ar Janitorial Ser	vices		
ltem	Particulars	Annex	No. of Janitorial Personnel	Monthly Cost (in PhP)	Annual Rate (in PhP)
l.	Amount Due to Employee	2.1	24		
II.	Amount Due to Government Agencies	2.2	24		
III.	Supplies and Materials				
IV.	Administrative Overhead and Profit Margin = (I+II+III) x				
v.	Total Service Costs (I + II + III + IV)				
VI.	VAT = V x				
VII.	Monthly Contract Cost (V. + VI.)				
NOTES:	The percentage of Administrative Overhead and Profithan 10% but not more than 12% of the Sum of Direct Lands and Profit	_			
	2. For Vatable Companies, the VAT percentage is equal	to 12% and for Co	operatives, the VAT p	ercentage is 0%.	
	<ol> <li>The Total Service Cost must not exceed the amount o</li> <li>Decimal points must be up to three (3) decimal place</li> </ol>		ich is equivalent to P 9	9,474,008.000	
repared)	and Concurred by:				
	Service Provider (Name of Company)		Representa	ative (Name & S	ig. above)
	Address of Company			Position	
	Contact No. of Company		Contact	No. of Represe	ntative
				Date Prepared	

# DETAILED BREAKDOWN LABOR & DUES TO GOVERNMENT AGENCIES

	BRANCH	TOTAL	MAKATI BLDG.	HK SUN Plaza	EAST TRIANGLE PROPERTY &
	Manpower Complement	24	12	10	2
	Applicable Daily Rate (ADR)		537.000	537.000	537.000
	ECOLA Rates				
	Wage Order No.		NCR-22	NCR-22	NCR-22
	Effectivity of WO		11/22/2018	11/22/2018	11/22/2018
	No. of Working Days		313.000	313.000	313.000
I.	Amount Due to Employee				
	Equivalent Monthly Rate		14,006.750	14,006.750	14,006.750
	13th Month Pay		1,167.229	1,167.229	1,167.229
	5-Day Service Incentive Leave		223.750	223.750	223.750
	ECOLA		0.000	0.000	0.000
	Total Amount Due per Employee		15,397.729	15,397.729	15,397.729
	Total Amount Due to Employees	369,545.500	184,772.750	153,977.292	30,795.458
II.	Amount Due to Government Agencies				
	(ER Share in Contribution - Based on I. Net of 13th		14,230.500	14,230.500	14,230.500
	SSS		1,120.000	1,120.000	1,120.000
	ECC		10.000	10.000	10.000
	Philhealth		209.430	209.430	209.430
	HDMF		100.000	100.000	100.000
	Amount Due to Government Agencies per Employee		1,439.430	1,439.430	1,439.430
	Total Amount Due to Government Agencies	34,546.320	17,273.160	14,394.300	2,878.860

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STANDARD ONE-YEAR JAN	TORIAL	SUPPLIES	& MATERIALS		
	ROPERT		a HATENIALS		
	101 2111	Tatal	BRAND HAME (Subject	UHIT	TOTAL COST
Name of Product	Unit	Quantity	to approval and	COST	(TQ = UC)
easing Sulutions		(TQ)	ecceptence)	(UC)	
1 Cleaner	qallora	507		0.000	0.
2 Strippor	dallova	77		0.000	0.
3 Sealer	dallov	193		0.000	0.
4 Wax	dallous	284		0.000	0.
5 Spray	dallov	152		0.000	0.
6 Tailetbaul cleaner	qalloru	316		0.000	0.
7 Glazz cleaner	dallaur	37		0.000	0.
8 Carpot Shampaa	dallau	2		0.000	0.
Lor Cloaning Salutions					
1 Liquid Bloach	dallova	129		0.000	0.
2 Muriatic acid	dallaur	128		0.000	0.
her Jeniturial Supplier	280 mH can				
1 Air freshener	_	54		0.000	0.
2 Bowl brush	piocos	300		0.000	0.
Broom, ceiling wt nylon bristles  Broom, soft	pieces	87 87		0.000	0.
s Broom, stick	pieces	87		0.000	0.
6 Deodorant cake	pieces	3,600		0.000	0.
7 Liquid Soap	qallan	102		0.000	0
Hand Soap Dispenser	qallora	28		0.000	0.
Disinfectant liquid	pieces	129		0.000	0.
10 Drain cleaner (liquid declogger)	pieces	450		0.000	0.
11 Dust pans	pieces	48		0.000	0.
12 Duster with extension handle	330 ml/can	48		0.000	0.
13 Feather duster	pairs	48		0.000	0
14 Furniture polish	pieces	36		0.000	0
15 Gloves, rubberized	piecer	48		0.000	0
·	piecer	-			
16 Hand pad	pieces	389		0.000	0
17 Mop handle - wooden	+	48		0.000	0
18 Mop head - cotton (color coded)	piocos	96		0.000	0
19 Pad, 16" polishing (white)	pieces	28		0.000	0
20 Pad, 16" spraybuffing (red)	pieces	28		0.000	0
21 Pad, 16" stripping (black)	piocos	28		0.000	0
zz Pad, 16" scrubbing (blue)	pieces	28		0.000	0
23 Rags, cotton	piocos	3,380		0.000	0
24 Steel brush - small	pieces	12		0.000	0
25 Trash bags (color coded) - XL	piocos	8,736		0.000	0
26 Trash Bin (color coded)	pieces	9		0.000	0
27 Trigger sprayer, plastic	pieces	28		0.000	0
	<del>†                                      </del>			*.***	
ric Part Control					
	canr	400			
1 Inroct Agraral Spray - 300ml	+ -	108		0.000	0
2 RatBait	baxer	108		0.000	0
pared by:					
		_	tative (Name & Sig.		

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	FOR FLOORS, COMFOR				-	,
	Particulars	Unit	Total Quantit	Makati Bldg.	HK Sun Plaza	East Triang e Proper y & Motor
$\neg$	No. of Janitors		24	12°	10	2
$\neg$	No. of Floors		14	12"	,	,
	No. of floor polisher required		Ĵ	,	1	,
	No. of executive/branch office		5	*	,	2
Clear	ning Soludions (Refer to Ann		chmark f		ng Soluti	ons)
1	Cleaner	gallons	507	342	81	8
2	Stripper	gallons	77	73	-	
3	Sealer	gallons	193	183	-	1
4	Wax	gallons	284	274	-	1
5	Spray	gallons 	152	143	-	
6	Toilet bowl cleaner	gallons	316	167	132	1
7	Glass cleaner	gallons	37	25	1	
8	Carpet Shampoo	gallons	2	2	-	-
<u> 1</u>	r Cleaning Solutions Liquid Bleach	gallone	129	106	17	
2	Muriatic acid	gallons gallons	128	106	17	
	r Janitorial Supplies	ganons	120	106	11	
1	Air freshener	280 ml/can	54	36	6	1
2	Bowl brush	pieces	300	148	136	1
3	Broom, ceiling w/ nylon bristles	pieces	87	58	17	1
4	Broom, soft	pieces	87	58	17	1
5	Broom, stick	pieces	87	58	17	1
6	Deodorant cake	pieces	3,600	1,776	1,632	19
7	Liquid Soap	gallon	102	54	24	2
8	Hand Soap Dispenser	pieces	28	24	2	
9	Disinfectant liquid	gallons	129	106	17	
10	Drain cleaner (liquid declogger)	gallons	450	222	204	2
11	Dust pans	pieces	48	24	20	
12	Duster with extension handle	pieces	48	24	20	
13	Feather duster	pieces	48	24	20	
14	Furniture polish	330 ml/can	36	12	12	
15			48	24		
_	Gloves, rubberized	pairs				<u> </u>
16	Hand pad	pieces	389	260	75	
17	Mop handle - wooden	pieces	48	24	20	
18	Mop head - cotton (color coded)		96	48	40	
19	Pad, 16" polishing (white)	pieces	28	24	2	
20	Pad, 16" spraybuffing (red)	pieces	28	24	2	
21	Pad, 16" stripping (black)	pieces	28	24	2	
22	Pad, 16" scrubbing (blue)	pieces	28	24	2	
23	Rags, cotton	pieces	3,380	2,236	676	46
24	Steel brush - small	pieces	12	4	4	
25	Trash bags (color coded) - XL	pieces	8,736	7,488	624	62
26	Trash Bin (color coded)	pieces	9	3	3	
27	Trigger sprayer, plastic	pieces	28	24	2	
		Pictor				
Basic	Pest Control					
1	Insect Aerosol Spray - 300ml	cans	108	36	36	3
2	Rat Bait	boxes	108	36	36	3
repare	ed by:					

		COST OF JANITO	RIAL SUPPLIES				
	Particulars	Unit	Average	1st Year	2nd Year	3rd Year	Averag
eaning :	Solutions		_				
1	Cleaner - all purpose	gallons		000	000	000	0
2	Stripper - 3M	gallons		000	000	000	0
3	Sealer - 3M	gallons		000	000	000	0
4	Wax - emulsion wax	gallons		000	000	000	0
5	Spray - (buffing)	gallons		000	000	000	0
6	Toilet bowl cleaner	gallons		000	000	000	0
7	Glass cleaner	gallons		000	000	000	0
8	Carpet Shampoo	gallons		000	000	000	0
her Cle	aning Solutions						
1	Liquid Bleach -Kleenerox	gallons		000	000	000	0
2	Muriatic acid - industrial	gallons		000	000	000	0
her Jan	itorial Supplies						
1	Air freshener	can .		000	000	000	0
2	Bowl brush	pieces		000	000	000	(
3	Broom, ceiling w/ nylon bristles	pieces		000	000	000	(
4	Broom, soft	pieces		000	000	000	(
5	Broom, stick	pieces		000	000	000	(
6 7	Deodorant cake Liquid Soap	pieces		000	000	000	) )
8	Hand Soap Dispenser	gallons		000	000 000	000	t t
9	Disinfectant liquid	roll		000 000	000	000 000	(
10	Drain cleaner (liquid declogger)	pieces gallons		000	000	000	t )
11	Dust pans	gallons		000	000	000	(
12	Duster with extension handle	pieces		000	000	000	(
		pieces					
13		pieces		000	000	000	(
14	Furniture polish	pieces		000	000	000	0
15	Gloves, rubberized	can		000	000	000	(
16	Handpad	pairs		000	000	000	(
17	Mop handle - wooden	pieces		000	000	000	0
18		pieces		000	000	000	0
		<u> </u>					
19		pieces		000	000	000	(
20		pieces		000	000	000	(
21	Pad, 16" stripping (black)	pieces		000	000	000	(
22	Pad, 16" scrubbing (blue)	pieces		000	000	000	(
23	Rags, cotton	pieces		000	000	000	0
24		pieces		000	000	000	0
25		pieces		000	000	000	(
26		pieces		000	000	000	(
27		pieces		000	000	000	0
sic Pe	st Control						
1	Insect Aerosol Spray - 120 ml	cans		000	000	000	0
2	Rat Bait	boxes		000	000	000	0
epared	bu:						
-parear	- y. 						

	NC	R PROPERTIE	· C			
	Particulars	Unit	Total	MAKATI BLDG.	HK SUN PLAZA	EAST TRIANGLE PROPERT
Heani	ing Solutions					
1	Cleaner - all purpose	gallons	0	0	0	0
2	Stripper - 3M	gallons	0	0	0	0
3	Sealer - 3M	gallons	0	0	0	0
4	Wax - emulsion wax	gallons	0	0	0	0
5	Spray - insecticide, Baygon	gallons	0	0	0	0
6	Toilet bowl cleaner	gallons	0	0	0	0
7	Glass cleaner	gallons	0	0	0	0
8	Carpet Shampoo	gallons	0	0	0	0
)ther	Cleaning Solutions					
1	Liquid Bleach -Kleenerox	gallons	0	0	0	0
2	Muriatic acid - industrial	gallons	0	0	0	0
	Janitorial Supplies			0	0	0
1	Air freshener - Glade 280ml	can .	0	0	0	0
2	Bowl brush - plastic	pieces	0	0	0	0
3	Broom, ceiling w/ nylon bristles	pieces	0	0	0	0
5	Broom, soft	pieces	0	0	0	0
6	Broom, stick	pieces	0	0	0	0
7	Deodorant cake	pieces 	0	0	0	(
8	Liquid Soap	gallons	0	0	0	0
9	Hand Soap Dispenser	pieces gallons	0	0	0	0
10	Disinfectant liquid	gallons	0	0	0	0
11	Drain cleaner (liquid declogger)	<del>-</del>	0	0	0	0
12	Dust pans - plastic	pieces pieces	0	0	0	1
13	Duster with extension handle Feather duster	pieces	0 0	0 0	0 0	-,1
14	Furniture polish - Pledge 330ml	can	0	0	0	-,1
15	Gloves, rubberized - Ansell	pairs	0	0	0	
16	Hand pad - scotchbrite 3M	pieces	0	0	0	-,1
17	Mop handle - wooden	pieces	0	0	0	
18	Mop head - cotton (color coded)	pieces	0	0	0	-,1
19	Pad, 16" polishing (white)	pieces	0	0	0	-,
20	Pad, 16" spraybuffing (red)	pieces	0	0	0	
21	Pad, 16" stripping (black)	pieces	0	0	0	
22	Pad, 16" scrubbing (green)	pieces	0	0	0	
23	Rags, cotton	pieces	0	0	0	
24	Steel brush - small	pieces	0	0	0	-,1
25	Trash bags (color coded) - XL	pieces	0	0	0	-,1
26	Trash Bin (color coded)	pieces	0	0	0	1
27	Trigger sprayer, plastic	pieces	0	0	0	-,1
Sasic 1	Pest Control	2552	_			
2	Insect Aerosol Spray - 300ml	boxes	0	0	0	1
_	Rat Bait TOTAL	DOXES	0 0	0 <b>0</b>	0 <b>0</b>	0
renai	red by:					

- AP

		2020 ANNUAL PROPOSED BI	UDGET FOR JANITO	RIAL SERVICE	S	
		NCR	PROPERTIES			
		BRANCH	TOTAL	MAKATI BLDG.	HK SUN Plaza	EAST TRIANGLE PROPERTY &
	Manpower Comple		24	12	10	2
	Applicable Daily Ra	te (ADR)		537.000	537.000	537.00
	ECOLA Rates					
	Wage Order No.			NCR-22	NCR-22	NCR-22
	Effectivity of VO			11/22/2018	11/22/2018	11/22/2018
	No. of Working Day	is .		313.000	313.000	313.000
I.	Amount Due to	Employee				
	Equivalent Monthly	· ·		14,006.750	14,006.750	14,006.75
	13th Month Pay			1,167.229	1,167.229	
	5-Day Service Incer	ntive Leave		223,750	223.750	223.75
	ECOLA			0.000	0.000	0.00
	Total Amount Due	per Employee		15,397.729	15,397.729	15,397.72
	Total Amount D	lue to Employees	369,545.500	184,772.750	153,977.292	30,795.45
	_					
II.		Government Agencies bution - Based on I. Net of 13th Mo.		44.000.500	44 000 500	44.000.50
	SSS	batton - Based on it river of four i-lo.		14,230.500	14,230.500	14,230.50
	ECC			1,120.000 10.000	1,120.000	1,120.00
	Philhealth			209,430	10.000 209.430	10.00 209.43
	HDMF			100.000	100.000	100.00
		vernment Agencies per Employee		1,439.430	1,439.430	1,439.43
		ue to Government Agencies	34,546.320	17,273.160	14,394.300	2,878.86
III.	Supplies and M	Type your Admin . porcollage hore.	0.000	0.000	0.000	0.00
IU	Administrative Over	about and Don California. (U. III III) a				
IV.	Administrative Ove	rhead and Profit Margin = (I+II+III) x	0.000	0.000	0.000	0.00
٧.	Total Service Cost	s(I+II+III+IV)	404,091.820	202,045.910	168,371.592	33,674.31
		<u> </u>	101,001.020	202,040.010	100,011.002	00,014.0
	VAT = Vx	Type your YAT porcentage here.	0.000	0.000	0.000	0.00
VI.						
VI.	Monthly Contract (	Cost (V. + VI.)	404,091.820	202,045.910	168,371.592	33,674.31
	Monthly Contract (	, ,				
¥II.		, ,	404,091.820 4,849,101.840	202,045.910	168,371.592 2,020,459.100	
YII.	Total Estimated A  1. The percental shall not be les	nnual Cost ge of Administrative Overhead and s than 10% but not more than 12%	4,849,101.840 d Profit Margin whic of the Sum of Direct	2,424,550.920 th include the F t Labor, Due to	2,020,459.100 Pre-deplogmen Government	404,091.82 nt Expenses Agencies and
VII. VIII.	Total Estimated A  1. The percenta shall not be les 2. For Yatable (	nnual Cost ge of Administrative Overhead and s than 10% but not more than 12% Companies, the VAT percentage i	4,849,101.840 d Profit Margin whice of the Sum of Directs equal to 12% and f	2,424,550.920 th include the F t Labor, Due to or Cooperative	2,020,459.100 Pre-deployment Government es, the VAT pe	404,091.82 nt Expenses Agencies and ercentage is
VII. VIII.	Total Estimated A  1. The percental shall not be les 2. For Vatable ( 3. The Total Se	nnual Cost ge of Administrative Overhead and s than 10% but not more than 12%	4,849,101.840 d Profit Margin whice of the Sum of Directs equal to 12% and formulation of ABC per years.	2,424,550.920 th include the F t Labor, Due to or Cooperative	2,020,459.100 Pre-deployment Government es, the VAT pe	404,091.82 nt Expenses Agencies and ercentage is
VII. VIII.	Total Estimated A  1. The percentage shall not be less 2. For Yatable ( 3. The Total Se 4. Decimal point	nnual Cost  ge of Administrative Overhead and s than 10% but not more than 12% Companies, the YAT percentage in rvice Cost must not exceed the an	4,849,101.840 d Profit Margin whice of the Sum of Directs equal to 12% and formulation of ABC per years.	2,424,550.920 th include the F t Labor, Due to or Cooperative	2,020,459.100 Pre-deployment Government es, the VAT pe	404,091.82 nt Expenses Agencies and ercentage is
YII.  YIII.  NOTES	Total Estimated A  1. The percentage shall not be less 2. For Yatable ( 3. The Total Se 4. Decimal point	nnual Cost  ge of Administrative Overhead and s than 10% but not more than 12% Companies, the YAT percentage in rvice Cost must not exceed the an	4,849,101.840 d Profit Margin whice of the Sum of Directs equal to 12% and formulation of ABC per years.	2,424,550.920 th include the F t Labor, Due to or Cooperative	2,020,459.100 Pre-deployment Government es, the VAT pe	404,091.82 nt Expenses Agencies and ercentage is

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MONTHLY DELIVERY SCHEDULE OF SUPPLIES W	ITH COST																										
MAKATI BUILDING	Unit Cost	Unit	Qty	Janu Qty	uary Cost	Februa Qty (		March Qty Cost		pril Cost	Ma Qty		Jui Oru	ne Cost		uly Cost	Aug Qty	just Cost	Septe Oru	ember Cost		ober Cost		mber Cost	Decemb Qty   C		Total Amount
Cleaning Solutions				3,9	0030	3,9	203(	40, 0030	1 30	COSC	309	0030	30	003(	9()	0030	30,9	0030	9.9	0030	3,0	0030	909	003(	30, 0	.03(   -	HIIOGIK
1 Cleaner	0.000	gallons	342	29	-	29	-	29 -	29	-	29	-	29	-	28	-	28	-	28	-	28	-	28	-	28	-	-
2 Stripper	0.000	gallons	73	7	-		- +	6 -	6		6	-	6	- 1	6	-	6	-	6	-	6	-	6		$\overline{}$	-	-
3 Sealer	0.000	gallons	183	17	-	16	-	15 -	15	-	15	-	15	-	15	-	15	-	15	-	15	-	15	- 1	15	-	-
4 Wax	0.000	gallons	274	24	-	23	-	23 -	23	-	23	-	23	-	23	-	23	-	23	-	22	-	22	-	22	-	-
5 Spray	0.000	gallons	143	12	-	12	-	12 -	12	-	12	-	12	-	12	-	12	-	12	-	12	-	12	-	11	-	-
6 Toilet bowl cleaner	0.000	gallons	167	15	-	14	-	14 -	14	-	14	-	14	-	14	-	14	-	14	-	14	-	13	- 1	13	-	-
7 Glass cleaner	0.000	gallons	25	3	-	2	-	2 -	2	-	2	-	2	-	2	-	2	-	2	-	2	-	2	-	2	-	-
8 Carpet Shampoo	0.000	gallons	2	1	-	-		-	-		-		-		1	-	-		-		-		-		-		-
Other Cleaning Solutions																											
1 Liquid Bleach	0.000	gallons	106	9	-	9	-	9 -	9	-	9	-	9	-	9	-	9	-	9	-	9	-	8		8	-	-
2 Muriatic acid	0.000	gallons	106	9	-	9	-	9 -	9	-	9	-	9	-	9	-	9	-	9	-	9	-	8	-	8	-	-
Other Janitorial Supplies																											
1 Air freshener	0.000	280 ml/can	36	3	-		-	3 -	3	-	3	-	3	-	3	-	3	-	3	-	3		3		3		-
2 Bowlbrush	0.000	pieces	148	13		10	-	13 -	13		12	-	12	-	12		12	-	12	-	12		12		12	-	-
3 Broom, ceiling w/ nylon bristles	0.000	pieces	58	15	-	0		0	15		0		0		14		0		0		14		0		0		-
4 Broom, soft	0.000	pieces	58	15		0		0	15		0		0		14		0		0		14		0		0		-
5 Broom, stick	0.000	pieces	58	15	-	0		0	15		0		0		14	_	0		0		14		0		0		-
6 Deodorant cake	0.000	pieces	1,776	148	-	148	-	148 -	148		148	-	148	-	148	-	148	-	148	-	148		148		140	-	-
7 Liquid Soap	0.000	gallons	54	14	-	0		이	14	-	0		0		13		0		0		13	-	0		0		-
8 Hand Soap Dispenser	0.000	gallons	24	12	-	0		0	0		0		0		12	_	0		0		0		0		0		-
9 Disinfectant liquid	0.000	pieces	106	9	-	9	-	9 -	9	-	9	-	9	-	9	-	9	-	9	-	9	-	8			-	-
10 Drain cleaner (liquid declogger)	0.000	pieces	222	19	-	19	-	19 -	19	-	19	-	19	-	18		18	-	18	-	18	-	18	-	18	-	-
11 Dust pans	0.000	pieces	24	12		-	$\rightarrow$	-	<del>-</del>		-		-		12												-
12 Duster with extension handle	0.000	330 ml/can	24	12	-	-			_		-		-		12		-		-		-		-				-
13 Feather duster	0.000	pairs	24	12		-		-	-		-		-		12	-	-		-		-		-		-		-
14 Furniture polish	0.000	pieces	12	12		-		-	-		-		-		-		-		-		-		-		-		-
15 Gloves, rubberized	0.000	pieces	24	12		-		-	_		-		-		12		-		-		_		_				-
16 Handpad	0.000	pieces	260	22		22	-	22 -	22	-	22	-	22	-	22		22	-	21	-	21	-	21	-	21	-	-
17 Mop handle - wooden	0.000	pieces	24	12	-	-		-	-		-		-		12		-		-		-		-		-		-
18 Mop head - cotton (color coded)	0.000	pieces	48	24		-			_		-		-		24		-				-		-		-		-
19 Pad, 16" polishing (white)	0.000	pieces	24	12				-	<del>-</del>				-		12												-
20 Pad, 16" spraybuffing (red)	0.000	pieces	24	12					<del>-</del>		-		-		12											-	-
21 Pad, 16" stripping (black)	0.000	pieces	24	12					<del>-</del>		-		-		12												
22 Pad, 16" scrubbing (blue)	0.000	pieces	24 2,236	12	-	107		187 -	107	_	100		100	_	12		100		100	_	100	_	100	_	100	-	-
23 Rags, cotton	0.000	pieces	2,236	187 4		187	- +	187 -	187		186	-	186	-	186		186	-	186		186		186	-	186	-	
24 Steel brush - small 25 Trash bags (color coded) - XL	0.000	pieces	7,488	624	-	624	_	624 -	624	_	624	_	624	_	624	_	624	_	624	_	624	_	624	_	624	_	-
25 Trash bags (color coded) - XL 26 Trash Bin (color coded)	0.000	pieces pieces	7,400	024		024	-		024	<del>-</del>	024		024		024		024		024		024		024		024	_	
26 Trigger sprayer, plastic	0.000	pieces	24	12		<del>                                     </del>	-+	<del></del>	<del>                                     </del>		<del>- ]</del>		-		12	_			<del></del>		<del>-</del>				<del>-</del> -	-	
ari i mgger sprayer, prasiic	0.000	pieces		12	_	<del>                                     </del>	-+	_	<del>                                     </del>	$\vdash$	<del>- 1</del>		<del>                                     </del>		12	_			<del>-</del>		<del>-</del>				<del>-</del>	$\overline{}$	
Basic Pest Control						<del>                                     </del>			1	$\vdash$																-	
1 Insect Aerosol Spray - 300ml	0.000	cans	36	18	-	<del>  - </del>		-	-		-		-		18	-	-		-		-		-		-	-	-
2 Rat Bait	0.000	boxes	36	18				-	_						18						-		-				-
					-		-	-		-		-		-		-		-		-		-		-		-	-
Prepared by:																											
Service Provider (Name of Con	npany)			Rep	resenta	ative (Nar	me & Si	ig. above)																			



MONTHLY DELIVERY SCHEDULE OF SUPPLIES WI				<del>                                     </del>				8.8	l.		:1		1	-			di.			-		-		8.1				T - 1
HK SUN PLAZA	Unit Cost	Unit	Qty	- Jan - Qty	nuary Cost	Qty	ruary Cost	Mar Qty	rch Cost	Qty	pril Cost	Qty	lay Cost	Qty	ne Cost	Qty	aly Cost	Qty	gust Cost	Septe Qty	ember Cost	Qty	tober Cost	Nove Qty	ember Cost	Decei Qty	nber Cost	Total
	Lost			Lity	Lost	Lity	Lost	Lity	Lost	Lity	Lost	Lity	Lost	Lity	Lost	Lity	Lost	وابا	Lost	Lith	Lost	Lith	Lost	Lity	Lost	Uty	Lost	Amoun
Cleaning Solutions	0.000	gallons	81	-	, _	<del>                                     </del>	-	-	_	7	-	<del>                                     </del>	· -	-	-	7	-	7	-	-	_	- E	<del>  -</del>	6	-	6	_	
1 Cleaner	_			<del>  '</del>	<del>  -</del>	<del>  '</del>	-	- 1		<del>  '</del>	<del>-</del>	<del>  '</del>		1 1	-	<u> </u>	-	- 1	-	<del>- '</del>	_	<del>  °</del>	<del>  -</del>	l °	-	<u> </u>		-
2 Stripper	0.000	_	-	_	-								-		-							-	-		-	$\vdash$	-	
3 Sealer	0.000	_	_		<del>  -</del>		-				-		-				-		-		-	-	-		-	$\vdash$	-	-
4 Wax	0.000	gallons		_																		_				$\vdash$		
5 Spray	0.000		- 400				-		-	11	-		<u> </u>		-		-		-		-		<u> </u>		-		-	
6 Toilet bowl cleaner	0.000	gallons	132	11	`—	11	-	11	-	11	4	1	-	11	-	11		11	-	11	-	1	<u>  - </u>	11	-	11	-	
7 Glass cleaner	0.000	gallons	1	1	1 -		-		-		-		-		-		-		-		-	-	<u> </u>		-	$\vdash$	-	-
8 Carpet Shampoo	0.000	gallons	-		<u> </u>	_	1	-		_	1	_	1	_			-			_		<u> </u>	1			-		
Other Cleaning Solutions						<u> </u>		_		<u> </u>		<u> </u>				<u> </u>				L .								
1 Liquid Bleach	0.000	gallons	17		_	2		2	-	2		2		1 1	-	1	-	1	-	1	-		-	1	-	1	-	
2 Muriatic acid	0.000	gallons	17	2		2	-	2	-	2	-	2	: -	1 1	-	1	-	1	-	1	-		-	1	-	1	-	
Other Janitorial Supplies																												
1 Air freshener		280 ml/can	6				-		-		-		-		-		-		-		-		-		-		-	-
2 Bowlbrush	0.000	pieces	136			12		12	-	12		11		11	-	11		11	-	11		11	'	11		11	-	-
3 Broom, ceiling w/ nylon bristles	0.000	pieces	17			2	_	2	-	2		2	_	1	-	1	-	1	-	1	-	1	-	1	-	1	-	-
4 Broom, soft	0.000	pieces	17		2 -	2	-	2	-	2	:  -	2	: -	1	-	1	-	1	-	1	-	1 1	<u>  - </u>	1	-	1	-	-
5 Broom, stick	0.000	pieces	17			2		2	-	2		2	'	1	-	1	-	1	-	1	-	1	-	1	-	1	-	-
6 Deodorant cake	0.000	pieces	1,632		3 -	136	-	136	-	136		136	-	136	-	136	-	136	-	136	-	136	-	136	-	136	-	-
7 Liquid Soap	0.000	gallons	24	6	6 -	-		-		6	-	-		-		6	-	_		-		6	-	_		-		-
8 Hand Soap Dispenser	0.000	gallons	2	1	1 -	-		-		-		-		-		1	-	-		-		-		-		-		-
9 Disinfectant liquid	0.000	pieces	17	2	-	2	-	2	-	2	-	2	-	1	-	1	-	1	-	1	-	1	-	1	-	1	-	-
10 Drain cleaner (liquid declogger)	0.000	pieces	204	17	' -	17	-	17	-	17	-	17	'l -	17	-	17	-	17	-	17	-	17	' -	17	-	17	-	-
11 Dust pans	0.000	pieces	20	10	-	-		-		-		-	-	-		10	-	-		-		<u> </u>		-		-		-
12 Duster with extension handle	0.000	330 ml/car	20	10	<u> </u>	-		-		-		-		-		10	-	-		-		T -	-	-		-		-
13 Feather duster	0.000	pairs	20	10	<del>)</del> -	1 -	1	<del>                                     </del>		1 -	1	1 -	1	-		10	-	_		-		<b>—</b>		_		-		_
14 Furniture polish	0.000		12			<u> </u>		-		_		<u> </u>		-		_		_		<del>  -</del>		<u> </u>		_		-		_
15 Gloves, rubberized	0.000	pieces	20			<u> </u>		_		_		<u> </u>		-		10	-	_		<del>  -</del>		<u> </u>		_	1	-		_
16 Handpad	0.000		75			1 7	<del>,</del>	7	-	Ε	<del>i -</del>	Ι ε	<del> </del> -	6	-	6		6	-	6	-	Ι ε	<del>i -</del>	6	-	6	-	_
17 Mop handle - wooden	0.000	pieces	20		<del>il -</del>			<del>-</del>		<del>  </del>				<del>  -</del>		10				-		<del>                                     </del>				-		_
18 Mop head - cotton (color coded)	0.000	pieces	40			<del>                                     </del>		<del>  -</del>		<del>                                     </del>		<del>                                     </del>		<del>  -</del>		20		_		<del> </del>		<del>                                     </del>		<del>                                     </del>		-		_
19 Pad, 16" polishing (white)	0.000	pieces	2		1 -	<del>                                     </del>		<del>  -</del>		<del>                                     </del>		<del>                                     </del>		<del> </del> -		1	-	_		-		<del>                                     </del>		<del>                                     </del>		-		_
20 Pad, 16" spraybuffing (red)	0.000	pieces	2		<del>il -</del>	<del>  .</del>		<del>  -</del>		<del>                                     </del>		<del>                                     </del>		<del>  </del>		1	-	_		_		<del>                                     </del>		_				_
21 Pad, 16" stripping (black)	0.000	pieces	2		<del>il -</del>	<del>                                     </del>		<del>-</del>		<del>-</del>		<del>                                     </del>		<del>  </del> -		1	<del>-</del>	_		<del>  </del> -		<del>                                     </del>		<del>-</del>				_
22 Pad, 16" scrubbing (blue)	0.000	pieces	2		<del>il -</del>	<del>                                     </del>		<del>-</del>		<del>                                     </del>		<del>                                     </del>		<del>  </del>		1	-	<u> </u>		<del>  </del> -		<del>                                     </del>		<del>  </del>	_	-		_
23 Rags, cotton	0.000	pieces	676		1	57	, _	57	-	57	, -	56	-	56	-	56		56	<del> </del>	56	-	56	-	56	-	56		_
24 Steel brush - small	0.000	pieces	4	_		"			_	<del>                                     </del>		1 -	<del>)                                    </del>	1 -	<u> </u>	-	<u> </u>	-	<u> </u>	-	<u> </u>	1 -	<del>.                                      </del>	-		30		
25 Trash bags (color coded) - XL	0.000	pieces	624		'	52	<del>-</del>	52	_	52	<del>-</del>	52	<del>}</del> _	52	_	52	_	52	_	52	-	52	<del>-</del>	52	_	52		
26 Trash Bin (color coded)	0.000	pieces	3			1 32	<del>:                                     </del>	- 52		1 32	<del>:                                    </del>	1 3	<del>:                                    </del>	1 32	<u> </u>	-	<del>-</del>	- 52	<del>-</del>	1 -	<del>-</del>	1 32	<del>:                                    </del>	- 32	1	- 52		
26 Trash Din (color coded) 27 Trigger sprayer, plastic	0.000	<del></del>	2		_	<del>-</del>		<del>-</del>		<del>                                     </del>		<del>                                     </del>		<del>                                     </del>	<del>                                     </del>	<del>-</del>	<del> </del>	<del>-</del>	_	<del>                                     </del>		<del>                                     </del>		<del>-</del>	1	<del>                                     </del>		
zij inggersprayer, plastic	0.000	pieces	<del>                                     </del>	+	<del>-</del>	<del>-</del>	-	<del>-</del>		<del>-</del>	-	<del>-</del>	1	<del>                                     </del>	$\vdash$		<del>-</del>	<del>-</del>		<del>-</del>		<del>-</del>	-	<del>-</del>		<del>                                     </del>	-	
Basic Pest Control				-	+	-	-	_			-	-	-									-	-					
1 Insect Aerosol Spray - 300ml	0.000	cans	36	18	<del> </del> -	<del>                                     </del>		<del>                                     </del>		-		<del>                                     </del>		<del>                                     </del>		18	_	_		<del>                                     </del>		+ -		_				_
2 Rat Bait	0.000		36					<del>-</del>				<del>                                     </del>		<del>                                     </del>		18				<del>                                     </del>		<del>                                     </del>				<del>  ]</del>		
2 Hat balt	0.000	Dones			1 -		<del>  -</del>		-		<del>  -</del>	<del>                                     </del>	<del> </del> -		<del> </del>	, ·	-		<del> </del>		<del> </del> -	<del>                                     </del>	<del>  -</del>		<del> </del>		_	_
																							1					
Prepared by:																												
Service Provider (Name of Com	pany)			Re	epresen	ative (	Name &	Sig. abo	ove)																			



MONTHLY DELIVERY SCHEDULE OF SUPPLIES WIT				<u> </u>																							
EAST TRIANGLE PROP	Unit Cost	Unit	Qty	Jan Qty	uary Cost	Feb Qty	ruary Cost	March Oto C	ost Qty	April Cos		May Cost	- Ju - Oto	ne Cost	- Ju - Qty	ıly Cost	<u>Au</u> Qty	gust Cost	Septer Qty	mber Cost	Oct Otv	ober Cost	Nove Oto	mber Cost	Dece Oto	ember Cost	Total Amoun
Cleaning Solutions	COSC			Gill	Cost	Qty	Cost	409	OSC GRY	1 003	x ( Q()	COSC	Gill	COSC	Q(y	COSC	Qiy	Cost	409	COSC	Già	COSC	(30)	COSC	40	COSC	AIIIOGIT
1 Cleaner	0.000	gallons	84	7	-	7	-	7	-	7 -		7 -	7	-	7	-	7	-	7	-	7	-	7	-	7	-	-
2 Stripper	0.000	gallons	4		-		-		-   -	+ -	_	<del>'  -</del>	<u> </u>	-	<del>                                     </del>	-		-	<del>                                     </del>	_	<del>-</del>	-	<del>-</del>	-		-	-
3 Sealer	0.000		10		-		-		-	+ -		+ -		-	5	_		-		_		-		-		-	-
4 Wax	0.000	gallons	10		-		-			+ -	-	+ -		-	1 4	_		-		_		-		-		_	_
5 Spray	0.000	gallons	9		-		-			+ -	-	+ -		-	<del>                                     </del>	_		-		_		_		-		-	_
6 Toilet bowl cleaner	0.000	gallons	17		-	2	-			2 -	+	2 -	1	-	1 1	-	- 1	<del>-</del>	-	_	-	-	-	-	- 1	_	-
7 Glass cleaner	0.000		11		<del>-</del>		-		_	4 -		<del></del>	<u> </u>	<del>-</del>	<del>                                     </del>			<del>-</del> -	- 4	<u> </u>	<del>- '</del>	<del>-</del>	<u> </u>		- '	-	<del>-</del>
				<b>├</b>	-			$\vdash$		<del>-</del>	_	+-		<u> </u>	1 7	-		<del>-</del> -									_
8 Carpet Shampoo	0.000	gallons	-					<del>-</del>		-		1	_														
Other Cleaning Solutions				L .											<u> </u>												
1 Liquid Bleach	0.000		6		-		-		-			-		-	3	-		-		-		-		-			-
2 Muriatic acid	0.000	gallons	5	3	-		-		-			-		-	2	-		-				-		-		-	-
Other Janitorial Supplies																										'	
1 Air freshener		280 ml/can	12		-		-		-	-		-		-	6	-		-		-		-		-		-	-
2 Bowlbrush	0.000	pieces	16		-		-		-   -	T -		-		-	8	-		-		-		-		-		-	-
3 Broom, ceiling w/ nylon bristles	0.000	pieces	12	6	-		-		-	-		-		-	6	-		-		-		-		-		-	-
4 Broom, soft	0.000	pieces	12	6	-		-		-	-		-		-	6	-		-		-		-		-		-	-
5 Broom, stick	0.000	pieces	12		-		-		-	-		-		-	6	-		-		-		-		-		-	-
6 Deodorant cake	0.000	pieces	192		-	16		16	-   -	16 -	1	3 -	16	-	16	-	16	-	16	-	16	-	16	-	16	-	-
7 Liquid Soap	0.000	gallons	24		-	-		-		6 -	<del> </del>	-	-		6	-			-		6	-	-		-		-
8 Hand Soap Dispenser	0.000	gallons	2		-	_		-	-	-		-1	_		1 1	-	_		-		<del>-</del>		-	$\vdash$	_	$\overline{}$	-
9 Disinfectant liquid	0.000	pieces	6		-	2	-	<del>   </del>	-	2 -	_	<del>,                                     </del>	1	-	1 1	-	1	-	1	_	1	-	1	-	1	-	-
10 Drain cleaner (liquid declogger)	0.000	pieces	24		-		-			6 -	_	+ -	<del>- '</del>	-	6	-		-	<del>  '</del>	_	6	-	<del>- '</del>	-		_	-
11 Dust pans	0.000	pieces	4	1 4	-		_	<del>                                     </del>		<del>-</del>	-	+	_	<u> </u>	<del>                                     </del>	_		<del>-</del>	_		-		<del>-</del>	_	_		_
·	0.000		4	1 4	-			<del></del>		<del>-</del>		1	_		<del>                                     </del>				1				<del>-</del>				-
				_					_	—	_		_		-				_		_		_		_		
13 Feather duster	0.000	pairs	4		-			-		-			-		$\perp$	-			-		-		_		-		-
14 Furniture polish	0.000	pieces	12			-		-		-			-		-				-		-		-		-		-
15 Gloves, rubberized	0.000	pieces	4		-	-		-		-		-	-		10	-	-		-		-		-		-	!	-
16 Hand pad	0.000	pieces	54	5	-	5	-	5	-	5 -		5 -	5	-	4	-	4	-	4	-	4	-	4	-	4	- '	-
17 Mop handle - wooden	0.000	pieces	4		-	-		-		-		-	-			-	-		-		-		-		-		-
18 Mop head - cotton (color coded)	0.000	pieces	8	4	-	-		-		-		-	-		4	-	_		-		-		-		-	$\overline{}$	-
19 Pad, 16" polishing (white)	0.000	pieces	2	1	-	-		-		-		-	-		1	-	_		-		-		-		-		-
20 Pad, 16" spraybuffing (red)	0.000	pieces	2	1	-	-		-		-		-	-		1 1	-	_		-		-		-		-		-
21 Pad, 16" stripping (black)	0.000	pieces	2		-	_		-		-	$\neg$	_	-		1 1	-	_		-		_		_		-	$\overline{}$	-
22 Pad, 16" scrubbing (blue)	0.000	pieces	2		-	_				-	_	-	_		1 1	-			-		-		-		_	-	-
23 Rags, cotton	0.000	pieces	468			39	-	39	- 1 3	39 -	3	<del>sl -</del>	39	-	39		39	-	39	_	39	-	39	-	39		-
24 Steel brush - small	0.000	pieces	4		-	-			<del></del>	-	+	1									-		-	$\vdash$			-
25 Trash bags (color coded) - XL	0.000	pieces	624	52	-	52	-	52		52 -	5	<del>]</del> -	52	-	52	-	52	<del>  -</del>	52		52	-	52	-	52	-	-
26 Trash Bin (color coded)	0.000	pieces pieces	3	1 32	-	- 52	<u> </u>	J2	<del></del>	<del>"   "</del>	+ -	<del></del>	52	<del>-</del>	1 32		- 52	<del>-</del>	32		1 32	<u> </u>	1 32	$\vdash$	32		<del>-</del>
27 Trigger sprayer, plastic	0.000		2	1 3	-			<del>                                     </del>		┪		1	_		<del>                                     </del>				1								
21 Higger sprayer, plastic	0.000	pieces		-				<del>                                     </del>		┪	_	1	_		+				1						_		
D . D . C I				_				$\vdash$	-	+		+			$\vdash$				$\vdash$				<del></del>	$\vdash$			
Basic Pest Control	0.000			,-				$\vdash$							1				$\vdash$							'	
1 Insect Aerosol Spray - 300ml	0.000	cans	36			_		-		-		1	_		18	-			-		_		_				-
2 Rat Bait	0.000	boxes	36	18	_	_		- -		-		1	_		18	-			-		_		_	$\vdash$	-	'	-
					-		-		-	-		-		-		-		-		-		-		-		-	-
Prepared by:																											
r repared by:																											
Service Provider (Name of Comp	anel			Be	nresent	ative (N	lame #	Sig. above	١ -																		



#### ANNEX 3

### **SUPPLIES AND MATERIALS**



#### Annex 3.1

	NCR F	ROPERT	IES			
	Name of Product	Unit	Total Quantity (TQ)	BRAND NAME (Subject to approval and acceptance)	UNIT COST (UC)	TOTAL COST (TQ x UC)
lean	ing Solutions					
1	Cleaner	gallons	507		0.000	0.0
2	Stripper	gallons	77		0.000	0.0
3	Sealer	gallons	193		0.000	0.0
4	Wax	gallons	284		0.000	0.0
5	Spray	gallons	152		0.000	0.0
6	Toilet bowl cleaner	gallons	316		0.000	0.0
7	Glass cleaner	gallons	37		0.000	0.0
8	Carpet Shampoo	gallons	2		0.000	0.0
ther	Cleaning Solutions					
1	Liquid Bleach	gallons	129		0.000	0.0
2	Muriatic acid	gallons	128		0.000	0.0
ther	Janitorial Supplies					
1	Air freshener	280 ml/can	54		0.000	0.0
2	Bowl brush	pieces	300		0.000	0.0
3	Broom, ceiling w/ nylon bristles	pieces	87		0.000	0.0
4	Broom, soft	pieces	87		0.000	0.0
5	Broom, stick	pieces	87		0.000	0.0
6	Deodorant cake	pieces	3,600		0.000	0.0
7	Liquid Soap	gallons	102		0.000	0.0
8	Hand Soap Dispenser	gallons	28		0.000	0.0
9	Disinfectant liquid	pieces	129		0.000	0.0
10	Drain cleaner (liquid declogger)	pieces	450		0.000	0.0
11	Dust pans	pieces	48		0.000	0.0
12	Duster with extension handle	330 ml/can	48		0.000	0.0
13	Feather duster	pairs	48		0.000	0.0
14	Furniture polish	pieces	36		0.000	0.0
15	Gloves, rubberized	pieces	48		0.000	0.0
16	Hand pad	pieces	389		0.000	0.0
17	Mop handle - wooden	pieces	48		0.000	0.0
18	Mop head - cotton (color coded)	pieces	96		0.000	0.0
19	Pad, 16" polishing (white)	pieces	28		0.000	0.0
20	Pad, 16" spraybuffing (red)	pieces	28		0.000	0.0
21	Pad, 16" stripping (black)	pieces	28		0.000	0.0
22	Pad, 16" scrubbing (blue)	pieces	28		0.000	0.0
23	Rags, cotton	pieces	3,380		0.000	0.0
24	Steel brush - small	pieces	12		0.000	0.0
25	Trash bags (color coded) - XL	pieces	8,736		0.000	0.0
26	Trash Bin (color coded)	pieces	9		0.000	0.0
27	Trigger sprayer, plastic	pieces	28		0.000	0.0
21	mager sprayer, prastic	+ -	20		0.000	0.0
asic	Pest Control					
1	Insect Aerosol Spray - 300ml	cans	108		0.000	0.0
2	Rat Bait	boxes	108		0.000	0.0
rena	red by:					
	Service Provider (Name of Company)		Representat	tive (Name & Sig. above)		

#### Annex 4

# PERFORMANCE EVALUATION OF JANITORIAL SERVICES





#### Republic of the Philippines

#### SOCIAL SECURITY SYSTEM

Branch

#### PERFORMANCE EVALUATION OF SERVICE PROVIDER

JANITORIAL SERVICE PROVIDER

					TUTTINO	JUNEL
				Score	Numerical	Adjectival
Applicable Month/Year :				100.00	5 4	Outstanding (O) Very Satisfactory (VS)
				75-89.99	3	Satisfactory (S)
				60-74.99	2	Unsatis factory (US)
				59.99-below	1	Poor (P)
CRITERIA			POINTS		REM	ARKS
I. CONTRACT ADMINISTRATION AND MANAGEMENT						
A. COMPLETION OF WORKDAYS						
- Availability of Relievers	5	points				
- Availability of Project Manager/Supervisor	5	points				
- Compliance to required number of working days	5	points				
B. SALARIES AND WAGES						
- Paid in accordance to schedule	5	points				
- Full settlement of salaries	5	points				
C. SUPPLIES & MATERIALS						
- Quality of supplies delivered	5	points				
- Quantity of supplies delivered	5	points				
- Availability of service equipment, tools and supplies	5	points				
D. TIMELY SUBMISSION OF ACCURATE BILLINGS.	5	points				
E. COMPLIANCE TO OTHER TERMS AND CONDITIONS OF THE CONTRACT.	5	points				
II. SERVICE QUALITY						
A. CLEANING SERVICES	5	points				
B. HAULING SERVICES	5	points				
C. LANDSCAPE MAINTENANCE	5	points				
D. BASIC PEST CONTROL	5	points				
III. TIME MANAGEMENT						
A. DELIVERY OF SERVICES	5	points				
B. ATTENDANCE OF SERVICE PERSONNEL	5	points				
IV. MANAGEMENT AND SUITABILITY OF PERSONNEL						
A. COURTESY, DISCIPLINE, EFFICIENCY, HONESTY AND COOPERATION	5	points				
B. COMPLETE UNIFORM, ID, AND GOOD GROOMING	5	points				
C. PHYSICALLY AND MENTALLY FIT	5	points				
V. PROVISION OF REGULAR PROGRESS REPORT						
- Monthly Performance Evaluation of Janitorial Personnel	5	points				
OVERALL RATING	10	0 points				
OBSERVATIONS:			REC	OMMEND	ATIONS	):
Rated By:		Approv	ed By :			
SIGNATURE OVER PRINTED NAME Section Head, Administrative			TURE OVER	PRINTED	NAME	

90

# PERFORMANCE EVALUATION OF JANITORIAL PERSONNEL For the Month of \_\_\_\_\_

Contractor:	Service Personnel:	Assigned Area:	

Indicate the rating opposite the applicable scope of service assigned to the service personnel. Write "NA" if not applicable. Rating Scale: 1 – Poor; 2 – Needs Improvement; 3 – Satisfactory; 4 – Very Satisfactory; 5 – outstanding

	Standards	Scope of Services	Rating
I.	QUALITY OF SERVICE DELIVERED		
	A. Cleaning Services		
1.	Clean and free from litter, wet spots, stain,	Floors	
	foul smell, dust, dirt and cobwebs.	Fire Exit Stairways	
		Ceiling	
		Walls	
		Office Furniture	
		Tables	
		Chairs	
		Carpets	
		Blinds	
2.	Clean slats, doors, air vents, glass partitions	Walls	
	and all other vertical surfaces, free from dust, dirt and stain.	Doors/partitions	
		Bulletin Boards	
		Drinking Fountain	
		Stairways/stair cases	
3.	Clean and clear window glass panes, grills	Window grills, frames	
	and frames.	Glass panes	
4.	Clean and sanitized comfort rooms.	Lavatories	
		Mirrors	
		Toilet Bowls	
		Urinals	
		Glass windows	
		Walls & ceilings	
		Records Room	
5.	Clean and free from dust, mosquitoes and other crawling insects.	Stock Room	
6.	Clean & litter-free parking areas, driveways & sidewalks.	Building surroundings	
	B. Hauling Services		
1.	Provide lifting, moving and hauling works	Lifting/hauling services	
	C. Landscape Maintenance		
1.	Maintain healthy plants, trees & grass. Well-groomed & cultivated garden.	Landscaped areas	

THE .

D. Basic Pest Control				
Free from cockroaches, ants, rodents & other insects/pests.	mosquitoes,	s, Records Room		
		Stock Room		
		Pantry areas		
II. TIME MANAGEMENT				
A. Delivery of Services				
B. Delivery of Supplies and Materials				
C. Attendance of Service Person				
III. PERSONAL ATTRIBUTES				
1. Courtesy				
2. Discipline				
3. Efficiency, Honesty and Cooperation				
4. Complete Uniform, ID & Good Grooming				
5. Physically and Mentally Fit				
		Final Rating		
Observations:		Recommendations:		
Rated by:	Reviewed & 0	Concurred by:	Approved by:	
Janitorial Supervisor/Coordinator Section Hea		ad, Administrative	Department Manager III, EFMD	

# Annex 5 MONTHLY INSPECTION REPORT FORM (to be accomplished by SSS Authorized representative)



### MONTHLY INSPECTION REPORT OF SUPPLIES AND MATERIALS

	Product	Quantity (in accordance with One- Year Standard Supplies and Materials and Monthly Schedule of Delivery, Sec. VI schedule of Requirement of BTD)	Quality (in accordance with the Standard Janitorial Supplies and Materials Registered with FDA)	Monthly Schedule of Delivery (in accordance with Sec. VI Schedule of Requirement of BTD)	Remarks
CL	EANING SOLUTIONS				
1	Air freshener				
2	Deodorant cake				
3	Disinfectant liquid				
4	Drain cleaner (liquid declogger)				
5	Liquid Bleach				
6	Muriatic acid				
7	Cleaner				
8	Floor stripper				
9	Floor sealer				
10	Floor maintainer				
11	Spray buff cleaner				
12	Floor emulsion wax				
13	Toilet & urinal bowl cleaner				
14	Carpet shampoo				
15	Glass cleaner				
PE	STICIDE PRODUCTS				
1	Insect Aerosol Spray				
2	Rat bait				
			Date:		
•	Signature Over F		Date:		
	Section Head	Administrative			

Approved by: \_\_\_

EFMD/Branch Head

THE

Date: \_\_\_\_\_

# MONTHLY INSPECTION REPORT OF TOOLS AND EQUIPMENT

The contractor shall provide and make available the following items at no added cost to SSS but required in the performance of all its services. Additional or other equipment shall be included on a need basis.

	Item	Quantity (in accordance with One-Year Standard Tools and Equipment)	Quality/Working Condition of the Tools and Equipment	Remarks
1	Aluminum ladder	1 unit per Office/Unit		
2	Bucket with wringer	1 unit per Office/Unit		
3	Buggy cart (for garbage collection)	1 unit per Office/Unit		
4	Caution signs "Wet Floor" A Type	2 units per Office/Unit		
5	Extension wire (15 meters)	1 set per Office/Unit		
6	Floor Polisher, 17" (175-300 rpm)	1 unit per Office/Unit		
7	Plastic Drum	1 unit per Office/Unit		
8	Plastic Pail	1 unit per Office/Unit		
9	Garden Hose (300 m.) & accessories	1 unit per Office/Unit		
10	Pressurized Washer	1 unit per Office/Unit		
11	Spatula	1 piece per Office/Unit		
12	Squeegee, glass wiper	1 piece per Office/Unit		
13	Squeegee bucket	1 piece per Office/Unit		
14	Suction cup 2 pieces per Office/Unit			
15	Tong	1 piece per Office/Unit		
16	Utility Belt Bag	1 piece per Janitor		
17	Utility cart	1 piece per Office/Unit		
18	Color-coded Trash Cans with cover (Biodegradable, Non-biodegradable, Recyclable)	1 set per Office/Unit		
19	Flashlight w/ batteries	1 piece per Office/Unit		
20	Vacuum cleaner, wet & dry type	1 unit per Office/Unit as the need arises for other offices		
Inspected by:		Date:		
		Signature Over Printed Name		
Appr	oved by:	Section Head, Administrative	Date:	
		EFMD/Branch Head		

# Annex 6 DELIVERY SCHEDULE OF SUPPLIES AND MATERIALS (Please See Annexes 2.8, 2.9 & 2.10)

