PHILIPPINE BIDDING DOCUMENTS

Procurement of Janitorial Services and Other Manpower Requirements of PEZA Head Office

(PEZA-HO-2022-05)

Government of the Republic of the Philippines

Sixth Edition
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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

INVITATION TO BID FOR JANITORIAL SERVICES AND OTHER MANPOWER REQUIREMENTS OF PEZA HEAD OFFICE

1. The Philippine Economic Zone Authority (PEZA), through the Board Approved Corporate Operating Budget CY 2022 intends to apply the sum of ₱21,800,380.80 per year being the ABC to payments under the contract for Janitorial Services and Other Manpower Requirements of PEZA Head Office. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The PEZA now invites bids for the above Procurement Project. Delivery of the Goods is for three (3) years subject to the conditions in Clause A of Section VII. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders). All bid prices shall be fixed and shall not be adjusted during contract implementation, except for the circumstances mentioned in Clause 5.2 Annex "A" of GPPB Resolution No. 24-2007 dated 28 September 2007.

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

    a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from PEZA and inspect the Bidding Documents at the address given below from 8:00 a.m. to 5:00 p.m., Mondays to Fridays.

5. A complete set of Bidding Documents may be acquired by interested Bidders on 10 March *2022* from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Twenty Five Thousand Pesos (₱25,000). The Procuring Entity shall allow the bidder to present its proof of payment for the fees either in person, by facsimile or through electronic means.

6. The PEZA will hold a Pre-Bid Conference on 18 March 2022 at 2:00PM through video conferencing or webcasting *via MS Teams or Zoom,* which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before 30 March 2022, 2:00PM. Late bids shall not be accepted.

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

9. Bid opening shall be on 30 March 2022, 3:00PM at the given address. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. The PEZA reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

Philippine Economic Zone Authority
Bids and Awards Committee (BAC) Secretariat
8th Floor, Double Dragon Center West Bldg., DD Meridian Park, Macapagal Avenue
Pasay City
Email: bacsec@peza.gov.ph
Tel. No. 8551-3451 local 200
www.peza.gov.ph

12. You may visit the following websites: For downloading of Bidding Documents*:*
http://www.peza.gov.ph/bid-opportunities

09 March 2022

(Sgd.)
DDG TERESO O. PANGA
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, PEZA wishes to receive Bids for the **Janitorial Services and Other Manpower Requirements of PEZA Head Office**, with identification number **PEZA-HO-2022-05**.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for CY 2022 in the amount of ₱21,800,380.80.

2.2. The source of funding is:

a. GOCC and GFIs, the Corporate Operating Budget.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

5.2.

a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;

ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;

iii. When the Goods sought to be procured are not available from local suppliers; or

iv. When there is a need to prevent situations that defeat competition or restrain trade.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

a. The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

a. Subcontracting is not allowed.

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

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within five (5) years prior to the deadline for the submission and receipt of bids.

10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.

11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

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

i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);

ii. The cost of all customs duties and sales and other taxes already paid or payable;

iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and

iv. The price of other (incidental) services, if any, listed in the **BDS.**

b. For Goods offered from abroad:

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

ii. The price of other (incidental) services, if any, as listed in the **BDS.**

13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in:

a. Philippine Pesos.

14. Bid Security

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

14.2. The Bid and bid security shall be valid for 120 calendar days from bid opening date. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring 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 conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

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

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: a. *Janitorial, Clerical, and other manpower services.* b. completed within five (5) years prior to the deadline for the submission and receipt of bids.
7.1	*Subcontracting is not allowed.*
12	The price of the Goods shall be quoted DDP *PEZA Head Office and Special Economic Zones* or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than ₱436,007.62, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than ₱1,090,019.04, if bid security is in Surety Bond.
19.3	*Janitorial Services and Other Manpower Requirements of PEZA Head Office with an ABC amounting to ₱21,800,380.80*
20.2	*No further instructions.*
21.2	*No further instructions.*

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project. In addition to tests in the **SCC**, **Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	*Not applicable.*
2.2	*Not applicable*
4	Not applicable

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.

A. ***PERSONNEL REQUIREMENTS***

1. The following manpower requirements shall be assigned to the PEZA and its units:

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
	JANITORS			
	Head Office & JPCOs (NCR)		12	Three (3) Years
	Special Economic Zones (Carmona, Dasmarinas, Gen. Trias, Cavite/ Cabuyao, Calamba, Canlubang, Laguna/ Sto. Tomas, Malvar, Lima Tech., Batangas)		14	
	Pampanga/Tarlac		7	
	Binan, Laguna		2	
	CLERKS			
	Head Office & JPCOs (NCR)		29	
	Special Economic Zones (Carmona, Dasmarinas, Gen. Trias, Cavite/ Cabuyao, Calamba, Canlubang, Laguna/ Sto. Tomas, Malvar, Lima Tech., Batangas)		21	
	Pampanga/Tarlac		4	
	Binan, Laguna		4	
	ENCODER (NCR)		1	
	TELEPHONE OPERATOR (NCR)		1	
	MESSENGER (NCR)		2	
	SUPERVISOR (NCR)		1	
	GARDENER/GROUND MAINTENANCE (NCR)		1	

2. The above requirements may be increased or decreased, as may be required by PEZA and the rates to be used will be in accordance with existing wage rates pursuant to Wage Order issuances.

3. The **CONTRACTOR** undertakes to employ the existing service personnel of the current service contractor who may be recommended by the PEZA.

4. Janitors shall report to work six (6) days a week, while the clerks, encoders, and messengers shall report for five (5) days per week at eight (8) hours duty per day. The number of days and/or hours of work per day may be extended during emergencies, special occasions and as may be necessary, subject to compensation.

5. A Working Team Leader or Supervisor shall be posted for effective supervision and monitoring of the personnel's performance and shall report to work six (6) days a week at eight (8) hours duty per day.

6. All extra hours of work (with overtime pay) shall be subject to the approval of authorized PEZA Unit Head/Official pursuant to the existing Signing Authority prior to the rendition of overtime work.

B. SUPPLIES, *MATERIALS* AND EQUIPMENT REQUIREMENTS

1. The **CONTRACTOR** shall provide the following materials vis-à-vis its minimum quantities:

PARTICULARS	UNIT	QUANTITY (annually)
1. Air Freshener/Air Sanitizer	gal	75
2. Bonnet for Polisher	pc	6
3. Bowl Pump	pc	40
4. Broom (cob web)	pc	6
5. Broom (soft)	pc	150
6. Broom (stick)	pc	75
7. Brush, Hand	pc	40
8. Brush, Push 10"	pc	20
9. Brush, Toilet Bowl	pc	80
10. Carpet Shampoo	gal	36
11. Chlorox	gal	100
12. Deodorant Cake	pc	720
13. Deodorizer (Spray)	ltr	120
14. Disinfectant	gal	60
15. Dust Pan, Plastic	pc	75
16. Garbage Bag, Medium, Large	pc	20,000
17. Glass Cleaner	gal	5
18. Hand/Cleaning Pad 6"x9"	pc	200
19. Hand Gloves	pair	60
20. Hand Soap (Liquid)	gal	200
21. Liquid Sosa	ltr	50
22. Mop Handle	pc	60
23. Mop Head	pc	150
24. Mosquito/Insect-Killer (Spray, 500ml)	can	120
25. Polish, Furniture	gal	60

26. Polish, Metal	can	6
27. Polishing Pad 16" white	pc	50
28. Rags, Pranela	pc	150
29. Rags, Round	kl	240
30. Soap, Powder	kl	500
31. Spray Gun (container)	pc	60
32. Stain Remover	gal	12
33. Steel Wool	ream	20
34. Stripping Pad 16"	pc	30
35. Toilet Bowl Cleaner	gal	72
36. Toilet/Tissue Paper	pack	200
37. Wax, Complete	gal	25
38. Wax Stripper	gal	30

2. The following equipment vis-à-vis its minimum quantity shall also be provided by the **CONTRACTOR**:

PARTICULARS	**UNIT**	**QUANTITY**
1. Aluminum Ladder (long) 12ft.	Unit	1
2. Buggy Barrow	Unit	1
3. Carpet Extractor Machine	unit	1
4. Caution Signage	unit	3
5. Electric Floor Polisher 16"	Unit	2
6. Glass Squeezer 14"	Unit	6
7. Grass/Bush Cutter 2hp	Unit	1
8. Grass Scissors (long)	Unit	2
9. Mop Bucket/Wringer	Unit	6
10. Push Cart (heavy duty) 300kls cap.	Unit	1
11. Vacuum Cleaner (wet & dry)	Unit	2

C. OTHER *REQUIREMENTS*

1. Prior to payment by the **PROCURING ENTITY**, the **CONTRACTOR** shall submit:

   a. Sworn statement showing that actual services have been rendered by its personnel for the period claimed, together with necessary time sheets of

its personnel and other papers in support of the **CONTRACTOR**'s claim for payment of services rendered as may be required by accounting and auditing rules and regulations;

b. Sworn affidavit certifying that it has paid the salaries, wages and/or benefits due its personnel under the law for the previous billing period; and

c. Proof of remittances of contributions and other payments due the Social Security System (SSS), Philippine Health Insurance Corporation (PHILHEALTH), Home Development Mutual Fund (PAG-IBIG), and the Employees Compensation Commission, showing the names of personnel assigned with the **PROCURING ENTITY**.

2. The **CONTRACTOR** shall pay its personnel their salaries and wages and other benefits bimonthly pursuant to P.D. 442 (The New Labor Code), as amended, and with all laws, rules and regulations governing employment of labor, subject further to new issuances pertaining thereto.

3. Should the **CONTRACTOR** fail to pay the salaries and wages of its personnel on the specified dates as above-mentioned, unless on account of force majeure or circumstances beyond the **CONTRACTOR's** control, the **CONTRACTOR** hereby authorizes the **PROCURING ENTITY** to pay directly the **CONTRACTOR's** personnel of their salaries, wages and other benefits using as basis the latter's payroll computation of the immediately preceding pay period. Such direct payments made by the **PROCURING ENTITY** shall be deducted from the **CONTRACTOR's** billing for the subject pay period.

4. The **CONTRACTOR** shall pay taxes in full and on time and that failure to do so will entitle the **PROCURING ENTITY** to suspend payment on the services delivered.

5. The **CONTRACTOR** shall also present to the **PROCURING ENTITY** a tax clearance from the Bureau of Internal Revenue as well as a copy of its business tax returns, duly stamped and received by the BIR and duly validated with the tax payments made thereon.

6. The **CONTRACTOR** warrants that it shall place all its personnel assigned to the **PROCURING ENTITY** within the coverage of the Social Security System, Philhealth and the like, as required by existing rules and regulations. As such, the **CONTRACTOR** binds itself to promptly remit to the proper agencies the monthly contributions of its personnel assigned to the **PROCURING ENTITY**. If upon expiration, termination, cancellation or rescission of this Contract, it is established that the **CONTRACTOR** failed to make the necessary remittances in favor of its personnel, the performance security shall be forfeited in favor of the **PROCURING ENTITY**.

7. The **CONTRACTOR** shall pay its personnel the 13th month pay not later than December 24 of each year and commutation of 5-day service incentive leave before end of each year.

8. Before the end of each contract year, the **PROCURING ENTITY** shall evaluate the performance of the **CONTRACTOR**. On the basis thereof, the **PROCURING ENTITY** shall decide whether or not to continue engaging the services of the **CONTRACTOR**.

9. The **CONTRACTOR** shall hold itself liable for any claims arising from the death, illness or accident that may befall its personnel/workers while engaged in the performance of their duties.

10. The **CONTRACTOR** shall hold the **PROCURING ENTITY** free from any and all claims of third persons for personal injury, death or damage caused by the **CONTRACTOR's** employees/personnel/workers where such injury, death or damage arises out, or is committed while in the performance of its personnel/workers' official duties or within the premises of the PROCURING ENTITY regardless of the time of commission and/or connection with the performance of its employees/personnel/workers' official duties.

Section VII. Technical Specifications / Scope of Services

A. The Contract shall be for a period of three (3) years subject to evaluation which will be conducted before the end of every year based on the following conditions:

1. The Contractor shall maintain a satisfactory level of performance throughout the term of the contract based on a prescribed set of performance criteria which includes the following:

   a. Quality of service delivered
   b. Time Management
   c. Management and suitability of personnel
   d. Contract administration and management
   e. Provision of regular progress reports

2. The raters shall be composed of all Unit Heads in Head Office, Zone Managers and Officers-in-Charge of the Zones and JPCOs which shall be selected before the actual rating period.

3. The rating period shall be at least three (3) months before the end of each contract year.

4. The Contractor must garner an average of at least 3.0 (1.0 as the lowest rate and 5.0 being the highest rate) for it to be eligible for contract extension/renewal.

B. The Contractor shall provide the following services with the corresponding frequency to the PEZA:

1. <u>Service Daily</u>

a. Janitorial

a.1 Sweeping, damp mopping and polishing of all floor areas, office tables, computers, and partitions;
a.2 Sweeping and damp mopping of lobbies and hallways;
a.3 Sweeping and damp mopping of machine rooms, storerooms and pantries;
a.4 Cleaning of interior glasses, walls, frames and decors;
a.5 Cleaning and dusting of surfaces of all desks and other furniture, fixtures and equipment, counters and other glass surfaces;
a.6 Cleaning of all comfort rooms and showers;
a.7 Cleaning of fire exits and stairs;
a.8 Cleaning of water station;
a.9 Emptying of ashtrays, waste baskets/bins, sand runs and other receptacles;

a.10 Vacuuming of all carpeted areas;
a.11 Watering and maintenance of indoor/outdoor plants; and
a.12 Sweeping of parking areas and surroundings;

b. Messenger

b.1 Delivery and mailing of all outgoing letters, communication and parcels;
b.2 Delivery/routing of documents/letters/communication/parcels/ received through mails within Head Office units/offices; and
b.3 Distribution of newspaper and magazines to offices/units;

c. Clerk/Encoder

c.1 Typing/encoding letters, correspondences and other documents;
c.2 Receiving and recording, filing and maintenance of records and copies of incoming and outgoing documents; and
c.3 Receiving telephone calls and referring same to the person/s concerned;

d. Gardener/Ground Maintenance

d.1 General maintenance of gardens and plants;
d.2 Maintain beautification of lawns and gardens;
d.3 Maintain cleanliness of walkways; and
d.4 Liaise and respond to internal requests on matters relating to the maintenance of the office ground and building.

e. Supervisor

e.1 Supervises work activities of Janitors and Gardener;
e.2 Inspects work performed by Janitors and Gardener to ensure conformance to specifications and establish standards;
e.3 Maintains inventory/stock level of supplies and materials and properly issues to janitors to ensure quality and delivery of service;
e.4 Maintains updated record/list of janitorial and other personnel; and
e.5 Takes corrective action on matters related to janitorial issues and concerns.

f. Other Required Tasks

f.1 Maintenance of building and facilities in the Head Office, including ecozones;
f.2 Handling of files, supplies, equipment to and from the ecozones;
f.3 Delivery and/or retrieval of files/records to storage area from different zones and/or offices/departments/units;
f.4 Maintenance of a safe working environment within the offices;
f.5 Ensure cleanliness of all equipment and machinery after use and properly and securely stored;

f.6 Assist in the support of a safe workplace by reporting hazards, incidents, accidents and potential risk; and
f.7 Other tasks as assigned by PEZA Management.

2. Service Weekly

a. Cleaning, sanitizing, disinfecting and deodorizing of all comforts rooms and showers;
b. Washing, scrubbing, waxing and polishing of all floors;
c. Washing and polishing of all furniture and fixtures;
d. Damp washing and drying of all floor areas and venetian blinds;
e. Washing and cleaning of all receptacles and waste baskets/bins;
f. Polishing of all brass office nameplates and signages;
g. Washing and cleaning of inside and outside glass windows, glass partitions and doors; and
h. Maintenance of garden areas.

3. Service Monthly

a. Touching up and buffing of all floors areas;
b. Washing of woodworks, doors, partitions and walls of comfort rooms;
c. Shampooing of all carpets, rugs and upholstered furniture;
d. Vacuuming of chairs and sofa sets;
e. Pruning and fertilizing of indoor and outdoor plants;
f. Prepare monthly consumption report on supplies and materials, and submit status report to the General Service Division (GSD); and
g. Submits a monthly updated list of personnel (Clerks/Encoders, Messengers, Janitors and Gardener) to GSD.

4. Service Semi-Annually

a. Cleaning of all light diffusers, ventilation ducts, venetian blinds, outside walls, ceilings and other overhead fixtures.

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or

☐ (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and

☐ (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and

☐ (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

☐ (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**

☐ (f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**

☐ (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**

☐ (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**

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

Financial Documents

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

☐ (k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

or

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

☐ (l) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

or

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

☐ (m) Original of duly signed and accomplished Financial Bid Form; **and**

☐ (n) Original of duly signed and accomplished Price Schedule(s).

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

☐ (o) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.

☐ (p) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Note: All Forms/template (e.g. OSS, BSD, Bid Form, etc.) are downloadable from GPPB website: **https://www.gppb.gov.ph/downloadables.php#Forms**

PRICE SCHEDULE

	JANITORS				CLERK/ ENCODER/ TELEPHONE OPERATOR	MESSENGER	SUPERVISOR	GARDENER / GROUND MAINTENANCE
	NCR	Pampanga/ Tarlac	Biñan, Laguna	Carmona, Dasmarinas, Gen. Trias, Cavite/ Cabuyao, Clamba, Canlubang, Laguna/ Sto. Tomas, Malvar, Lima Tech., Batangas				
Factor Used								
No. of working days in a year	**313**	**313**	**313**	**313**	**261**	**261**	**313**	**313**
Basic Pay per Day								
Rate / day								
ECOLA / CTPA								
Monthly Payment to be paid directly to Personnel								
Basic Pay								
13th Month Pay								
5 Days Incentive Leave								
Employer's Mandatory Contributions in favor of the Employee SSS								
Philhealth								
ECC								
Pag-ibig Fund								
Total Payable to employee's and to Government								
Other Costs								
Administrative Overhead & Profit								
Supplies and Equipment								
Transportation Expense								
Total Cost Before VAT								
VAT (12%)								
Monthly Cost per Head								
Number of Personnel	12	7	2	14	60	2	1	1
Total Monthly Cost								
Total Annual								

I hereby certify to comply and deliver all the above requirements.

Name of Company/Bidder: _____

Signature over printed name of Authorized Representative: _____

Date: _____

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