



Republic of the Philippines
Department of Agriculture

PHILIPPINE FISHERIES DEVELOPMENT AUTHORITY

BIDDING DOCUMENTS FOR THE

Procurement of Janitorial Services for the PFDA Central Office

August 2022

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Section I. Invitation to Bid



Republic of the Philippines
Department of Agriculture

PHILIPPINE FISHERIES DEVELOPMENT AUTHORITY

INVITATION TO BID FOR THE PROCUREMENT OF JANITORIAL SERVICES FOR PFDA CENTRAL OFFICE

1. The **PHILIPPINE FISHERIES DEVELOPMENT AUTHORITY (PFDA)**, through the Corporate Operating Budget for 2022 approved by the Governing Board intends to apply the sum of **TWO MILLION SEVEN HUNDRED SEVENTEEN THOUSAND NINE HUNDRED EIGHTY PESOS AND 60/100 ONLY (P 2,717,980.60)** being the Approved Budget for the Contract (ABC) for a period of one (1) year as payments under the contract for the Procurement of Janitorial Services for PFDA Central Office. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The PFDA now invites bids from eligible bidders for the supply of ten (10) Janitorial Services for PFDA Central Office located at Diliman, Quezon City. The contract shall be for a period of three (3) years. Bidders should have completed, within the past three (3) years immediately from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly in Section II-Instructions to Bidders.

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 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 RA5183.

4. Interested bidders may obtain further information from PFDA and inspect the Bidding Documents at the address given below during office days, from 8:00 am to 4:00 pm.

5. A complete set of Bidding Documents may be acquired by interested bidders from the Special Bids and Awards Committee (SBAC) Secretariat, in the amount of **P5,000.00**, on the following schedules and venue:

Schedules	Venue
August 10 to 30, 2022	PFDA — Central Office, Diliman, Quezon City
August 31, 2022 (8 am)	PFDA — Navotas Fish Port Complex, Navotas City

6. The Philippine Fisheries Development Authority will hold a Pre-Bid Conference on **August 18, 2022 (Thursday); 10:00 AM** at the Navotas Fish Port Complex (NFPC) which shall be open to prospective bidders.

7. Bids must be duly received by the SBAC Secretariat through manual submission at the said venue on or before **August 31, 2022 (Wednesday); 8:00 AM**. 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 **August 31, 2022 (Wednesday); 10:00 AM** at the Navotas Fish Port Complex, Navotas City. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. In observance with the protocol on social distancing, only one (1) designated/authorized representative per company shall be allowed to participate and/or attend in the conduct of the bidding activities.

11. Department of Agriculture - Philippine Fisheries Development Authority does not condone any form of solicitation on any prospective winning and losing bidders by any of our staff/employees or any other party. Any sort of this kind shall be reported immediately to the Office of the General Manager or the National Bureau of Investigation for entrapment and proper investigation.

12. The Philippine Fisheries Development Authority (PFDA) 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 35.6 and 41 of the 2016 Revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

13. For further information, please refer to:

Ms. Mary Ann D. Daquer
Head, PFDA-SBAC Secretariat
PCA Annex Bldg.
Elliptical Road, Diliman, Quezon City
sbac.co@pfda.gov.ph
(02) 8925-8473/7850
(02) 8925-6146


14. You may visit the following websites for downloading of Bidding Documents:




Copy of the ITB will be uploaded here:

<https://pfda.gov.ph/index.php/bac/invitation-list>

Per PhilGEPS Advisory No. 11 - PhilGEPS Alternative Posting Tool, copy of the Bid Documents will be uploaded here:

<https://notices.ps-philgeps.gov.ph/main/index.php>


THADEUS A. MARIANO
Chairperson
Special Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

1.1. The Philippine Fisheries Development Authority hereinafter referred to as the "PROCURING ENTITY", wishes to receive Bids for the Procurement of Janitorial Services for PFDA Central Office.

2. Funding Information

2.1 The Government of the Philippines (GOP) through the source of funding as indicated below for FY 2022 in the total amount of TWO MILLION SEVEN HUNDRED SEVENTEEN THOUSAND NINE HUNDRED EIGHTY PESOS AND 60/100 ONLY (P 2,717,980.60)

2.2 The source of funding:

a. PFDA Corporate Operating Budget for FY 2022

3. Bidding Requirements

3.1 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.

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

4. Corrupt, Fraudulent, 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 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, the Bidder must have completed a single contract that is similar to this Project, equivalent to at least Fifty Percent (50%) of the ABC.

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

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

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 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 IX (Checklist of Technical and Financial Documents)**.

10.2 The Bidder's SLCC as indicated in **ITB** 5.2 should have been completed within three 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 SBAC 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 IX (Checklist of Technical and Financial Documents)**.

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

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

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

12. Bid Prices

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

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

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

b. For Goods offered from abroad:

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

13. Bid and Payment Currencies

13.1 For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in

foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

13.2 Payment of the contract price shall be made in 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 one hundred twenty (120) calendar days from the Bid Submission. 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

15.1 Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its Bid.

15.2 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.

16. Deadline for Submission of Bids

16.1 The Bidders shall submit on the specified date and time as indicated in the **IB**.

17. Opening and Preliminary Examination of Bids

17.1 The SBAC 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 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 SBAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The SBAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2 If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

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

19.4 The Project shall be awarded as one lot having several items that shall be awarded as one contract.

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

20. Post-Qualification

20.1 Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the SBAC 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

ITB Clause	SPECIFIC INFORMATION/REQUIREMENTS
5.3	<p>For this purpose, similar contracts shall refer to contracts involving provision of janitorial services in government and private offices.</p> <p>The Bidder must have completed, within the period specified in the Invitation to Bid, a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.</p>
7.1	<i>Subcontracting is not allowed</i>
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> 1. The amount of not less than ₱ 54,359.61 if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; 2. The amount of not less than ₱ 135,899.03 if bid security is in Surety Bond.
20.2	<p>Proof of on-time remittances of statutory contributions to SSS, Pag-ibig, and Philhealth for the last two (2) years. The schedule of payments are prescribed under SSS Circular No. 2020-033-B, HMDF Circular No. 275, and Philhealth Circular No. 2020-0005 and Philhealth Official Statement dated January 5, 2021.</p>

Section IV. General Conditions of Contract

1. Scope of Contract

1.1. 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.

1.2. 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.

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

4.1 The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project.

4.2 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

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

6.2 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

GCC Clause	SPECIAL CONDITIONS OF CONTRACT
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to this Contract are delivered to PFDA Central Office Building at PCA Annex I Bldg. Elliptical Road, Diliman Quezon City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is the Administrative Services Department – General Services Division.</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation – Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry</p>

	<p>are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights – The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>The PROCURING ENTITY shall be billed monthly and shall pay within fifteen (15) calendar days upon receipt of the statement of account from the SERVICE PROVIDER unless there shall be any points of verification needed in the processing of the payment. The statement of account or billing for the services rendered by the SERVICE PROVIDER shall always be supported by adequate and appropriate supporting documents or receipts (properly accomplished daily attendance sheets, payroll or pay slips, SSS, PhilHealth, ECC and Pag-IBIG remittances)</p>

Section VI. Schedule of Requirements

SCHEDULE OF REQUIREMENT

The delivery schedule expressed as days stipulates hereafter as delivery date which is the date of delivery from receipt of Notice to Proceed to the Project Site.

ITEM	DESCRIPTION	QUANTITY	DELIVERY TIME
1	a. Janitorial Personnel	9	7 days
	b. Working Supervisor	1	
2	Equipment/Tools (Brand New)		7 days
	a. Floor Polisher	2	
	b. Wet and Dry Vacuum Cleaner with Blower	2	
	c. Mop Squeezer Bucket	2	
	d. Step Ladder, 16 ft., foldable	1	
	e. Step Ladder, 12 ft., foldable	1	
	f. Floor Signage	4	
	g. Push Cart (Foldable)	2	
	h. Trash Bin (Large, Hooded)	12	
	i. Water Hose with nozzle, 30	1	
	m.	1	
	j. Hand Wood Saw	1	
	k. Pipe Wrench, 12 in.	1	
	l. Steel Tape Meter, 10 m.	1	
	m. Claw Hammer	1	
	n. Crow Bar	1	
	o. Flat Nose Plier	1	
	p. Cutter Plier	1	
	q. Long Nose Plier	1	
	r. Screw Driver, set of 6 pcs	10	
	s. Long Window Squeegee	8	
	t. Plastic Drum, 200 liter cap.		
3	Cleaning Supplies and Materials		Within 1 year
		48 gals	
	a. Bleach (e.g. Zonrox)	12 gals	
	b. Toilet Bowl Cleaner	120 cans	
	c. Air Freshener (e.g Glade)	36 gals	
	d. Disinfectant (e.g Lysol)	120 kls	
	e. Powdered Soap	264 pcs	
	f. Pranela Rags	120 pcs	
	g. Mop Head (Rayon)	20 pcs	
	h. Mop Handle, Stainless Steel	600 pcs	

i.	Round Rags	192 pcs	
j.	Scrubbing Hand Pads	1080 pcs	
k.	Trash Bag, XXL, Black	360 pcs	
l.	Trash Bag, XL, Yellow	360 pcs	
m.	Trash Bag, XL, Green	12 gals	
n.	Glass and Window Cleaner	40 pcs	
o.	Soft Broom	10 pcs	
p.	Broom Stick	16 pcs	
q.	Polishing Pad for Floor Polisher (white)	40 pcs	
r.	Hand Brush	36 cans	
s.	Multi Surface Cleaner (e.g. Pledge)	48 cans	
t.	Insecticide (Baygon, 500 ml.)	4 pcs	
u.	Ceiling Broom	20 pcs	
v.	Dust Pan, Plastic	12 pcs	
w.	Plastic Pail and Water Dipper	20 pcs	
x.	Push Brush	10 pcs	
y.	Spray Gun	10 pcs	
z.	Putty Knife w/ Handle	40 pcs	
aa.	Doormat	12 pcs	
bb.	Toilet Bowl Plunger	24 pcs	
cc.	Toilet Bowl Brush	10 pcs	
dd.	Feather Duster	24 gals	
ee.	Liquid Hand Soap	12 pcs	
ff.	Liquid Hand Soap Dispenser	600 rolls	
gg.	Tissue Paper	24 gals	
jj.	Dish Washing Liquid	240 pcs	
kk.	Washable Rubber Gloves	24 pcs	
ll.	Deodorant Cake (e.g. Albatross)	8 pcs	
mm.	Disinfecting Mat (2 in 1, wet & dry)		

NOTE: Winning Bidder shall undertake to provide all the requirements indicated under the Technical Specifications

Section VII. Technical Specifications

TECHNICAL SPECIFICATIONS

Item Number	Specification	Statement of Compliance
1	Procurement of a 3-Year Janitorial Services for PFDA- Central Office	

TERMS OF REFERENCE

Procurement of a 3-Year Janitorial Services for PFDA- Central Office

1. RATIONALE

1.1. To permit widest possible competition and further provide prospective bidders with the proper guide, this Terms of Reference (TOR) present clear statements of the required standards of janitorial services and the specifications of equipment, supplies and materials to be used by the Contractor in the delivery of its janitorial services

1.2. Specifically, this TOR aims to guide prospective bidders to come up with a janitorial management or housekeeping plan that ensures the efficient and effective delivery of quality service to maintain clean, sanitary and hygienic workplaces in the PFDA Central Office.

1.3. Pursuant to GPPB Resolution No. 24-2007 dated September 28, 2007, this TOR likewise sets the additional technical parameters and minimum standards required in further evaluating the capacity of prospective bidders to ensure delivery of efficient and quality janitorial services.

2. PROJECT DESCRIPTION

2.1. Service Requirement

The PROCURING ENTITY referred herein is the PFDA and its janitorial contract requirement shall involve the supply of janitors, cleaning equipment, and sanitation supplies and materials in accordance with Section VI-Schedule of Requirements of this Bid Document, as well as the provision of janitorial services that are compliant with best practices.

2.2. Area Coverage

Janitorial services shall be provided specifically to the PFDA Central Office and its premises (parking lot, garage, motor pool).

2.3. Duration

The duration of the janitorial services contract is three (3) years from the date of its effectivity.

3. SCOPE OF UNDERTAKING

The Contractor shall be strictly required to provide the best practices in good housekeeping and sanitation hence, the following pre-requisites must be complied with and contained in its housekeeping plan.

3.1. Number, Qualification and Deployment of Janitors

3.1.1. Provision of the required number of janitors should conform to Section VI-Schedule of Requirement.

3.1.2. It is expected that the janitors are properly skilled, psychologically and physically fit, hardworking, courteous, honest and friendly thus, must comply with the following minimum qualifications:

- (a) Filipino citizen
- (b) Male or female
- (c) Not less than 18 years old
- (d) At least high school graduate
- (e) Well-trained, physically and mentally fit, of good moral character and covered by appropriate clearances from DOH-accredited health centers, NBI, Police and Barangay
- (f) Agency training on proper housekeeping, cleaning and use of janitorial equipment
- (g) For the supervisor, must have an additional of at least 120 hours of supervisory and advance training on good housekeeping.

3.1.3. Janitorial services shall be provided six (6) days a week (Monday through Saturday, including holidays).

3.1.4. All janitors and supervisor shall render an (8)-hour work per day.

3.1.5. The area assignment or deployment of janitors will be determined by the ASD based on the requirement of each unit.

All janitors/janitress, including the supervisor, shall wear the prescribed uniform and identification card at all times:

3.2. Requirements for Janitorial Equipment

3.2.1. All janitorial equipment as indicated in Section VI – Schedule of Requirements shall be in good working condition for the entire duration of the contract.

3.2.2. All equipment shall remain the property of the contractor.

3.3. Requirements for Cleaning/Sanitizing Supplies and Materials

3.3.1. All cleaning and sanitizing supplies as listed in Section VI – Schedule of Requirements shall be in good grade and environment- friendly.

3.4. Scope of Work

3.4.1. Provision of janitorial works and other related services shall include the following:

ITEM	SERVICES	ITEMS/AREAS TO BE CLEANED	FREQUENCY (Min. Requirements)
A.	Janitorial Services		
1.	Sweeping, mopping, spot scrubbing	Floor areas of the office building.	Daily
2.	Sweeping	Garage and parking areas	Daily
2.	Dusting/damp wiping and polishing	Vertical and horizontal surfaces; tables; chairs; cabinets; racks; computers /printers and other furniture/ equipment	Daily
3.	Watering and caring of plants inside and outside of the building	Ornamental plants and green areas	Daily
4.	Trash removal: emptying and cleaning of waste cans/baskets and proper disposal of garbage	Waste cans and baskets	Daily or as needed; zero waste at the end of the day
5.	Cleaning, deodorizing and disinfecting	Comfort rooms; wash rooms and pantries	Three time a day
6.	Disinfection	office building and motorpool	Once a week
7.	Scrubbing/stripping, and polishing	Floor areas	Once a week
8.	Cleaning	Electric fans; air-conditions; refrigerators; lighting casings;	Once a week

		air vents; window blinds; indoor drinking fountains	
9.	Cleaning, dusting	Glass panels; doors; windows; walls; shelves; ceiling; aisles; corridors; corners	Three times a week and as needed
10.	General cleaning	All areas	Once a month
B.	Miscellaneous Services		
1.	Carrying or hauling of furniture and fixtures, supplies, records, etc.		As needed
2.	Provide extra manpower during emergency situations and special occasions like conferences, seminars, parties, anniversaries and the like		As needed
3.	Reporting of all breakage and electrical malfunctions, plumbing, necessary repair works, etc.		As needed

4. PERFORMANCE ASSESSMENT

4.1 The Contractor shall maintain satisfactory level of performance throughout the 3-year term of the contractor as prescribed in GPPB Resolution No. 24-2007 dated September 28, 2007.

4.2 The Contractor shall undergo annual assessment and evaluation of its performance. The performance evaluation shall be conducted by the PROCURING ENTITY thru the units of the PFDA Central Office and submitted to the GSD/ASD based on the following performance criteria;

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

5. TECHNICAL CAPABILITIES

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

5.2. Bidders shall be evaluated in consideration of the technical parameters and standards below on the basis of the submitted documents.

TECHNICAL PARAMETER		MINIMUM REQUIREMENT
1. Stability	(a) Years of Experience	- 3 years of continuous operation in providing janitorial services in government or private offices.
	(b) Liquidity of Contractor	- With working capital of at least 25% of the ABC. - Liquidity ratio of at least 1.5:1 $LR = \frac{\text{Current Assets (excluding inventories)}}{\text{Current Liabilities}}$ - Operating ratio of less than 1 $OR = \frac{\text{Operating Expenses}}{\text{Net Sales}}$
	(c) Organizational Set-up	- Must have at least organizational units on human resources in charge of recruitment, finance, legal and operations concerns of the organization.
2. Resources	(a) No. and Kind of Equipment and Supplies	- Equipment and supplies in inventory are similar in type and at least 25% in quantity as indicated in Section VI - Schedule of Requirement.
	(b) No. Janitors and Supervisors	- Manpower pool of 50 janitors/janitress and supervisors, existing and reserved.
3. Housekeeping Plan		- Submission of Housekeeping Plan that indicate in details the following: (a) Preface (submission statement duly signed by the bidder or authorized representative) (b) Purpose (c) Work Schedule and Deployment (d) Supplies and Materials (Monthly, Quarterly or Semi-annually)

		(e) Tools and Equipment to be used (Quantity, Type and Condition) (f) Scope of Work (Daily, Weekly, Monthly) (g) Housekeeping Measures (h) Qualification of supervisor and regular janitor/janitress to be deployed (i) Disciplinary Policies/ Measures
4. Other Factors	(a) Recruitment and selection criteria	- With present recruitment and training policies that ensure employment of highly qualified and skilled janitor/janitress.
	(b) Completeness of Uniform and Other Paraphernalia	- Provide the proper uniform that projects a clear image of the company and paraphernalia that ensure effective delivery of services and at the same time promotes industrial safety for janitors.

6. OBLIGATIONS AND RIGHTS

6.1. Obligations of the Contractor

6.1.1. Provide logistical requirements per scheduled delivery of services such as personnel; cleaning and sanitizing supplies, materials; equipment and tools as indicated in Section VI – Schedule of Requirement;

6.1.2. The Contractor shall be held responsible for any damage/destruction to any office furniture and fixtures, equipment, and plumbing fixtures due to the fault or negligence of its personnel;

6.1.3. The Contractor shall be liable for any claim caused by its personnel or any damage done to the property of the PROCURING ENTITY's employees, officers or agents, or to third parties, or for personal injuries including deaths which may arise from the work or services under this contract due to negligence or fault of the Contractor's personnel;

6.1.4. That the personnel assigned to perform janitorial services to the PROCURING ENTITY shall not be increased or reduced, and replaced without cause for the entire duration of the contract unless said personnel violated contractor's office rules and regulations. In the latter case, the contractor shall notify the

PROCURING ENTITY not later than 5 working days from the date of the actual pull-out of the said personnel;

6.1.5. The Contractor shall, within 3 working days upon receipt of a written notice from the PROCURING ENTITY, replace personnel due to non-performance of his/her duties and responsibilities stated in the contract or violated PROCURING ENTITY's pertinent office rules and regulations;

6.1.6. Observe office rules and regulations prescribed by the PROCURING ENTITY including subjecting all janitors to search by security guards every time they enter and leave premises;

6.1.7. Regularly and properly pay its personnel their salaries, wages, allowances and other benefits as prescribed by law and shall free the PROCURING ENTITY from any liability in the event that the Contractor fails to pay on time the appropriate wage of its employees and personnel;

6.1.8. Submit to the PROCURING ENTITY its Form R-3 (SSS), PhilHealth and Pag-ibig premium contributions every quarter as proof of payment;

6.1.9. Require their personnel to always wear the prescribed uniform, identification card and safety gadgets;

6.1.10. Provide relievers in case of absence of any of its regular janitor/s;

6.1.11. Require the personnel assigned to perform janitorial services to undergo an Annual Physical Examination (APE);

6.1.12. Maintain a satisfactory level of performance throughout the term of the contract. Henceforth, shall undergo annual assessment and evaluation of its performance before the end of each year based on the following performance criteria.

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

6.2. Obligations of the PROCURING ENTITY

6.2.1. Provide space for stock filing of janitorial supplies, materials and equipment;

6.2.2. Allow the free use of water and electricity required in the performance of all janitorial works;

6.2.3. Pay the Contractor for services rendered subject to submission of required documents as prescribed in the contract;

6.2.4. Provide the contractor with prior written notice of at least fifteen (15) days in case of increase or decrease of manpower provided that any increase shall not exceed the approved budget for the contract for the applicable year; and

6.2.5. Facilitate the proper turn-over of all janitorial equipment to the Contractor upon expiration of the contract.

7. RIGHTS

7.1. Rights of the Contractor

7.1.1. Collect payments for the services rendered

7.2. Rights of the PROCURING ENTITY

7.2.1. Supervise the janitorial and other related services rendered by the Contractor to ensure maximum efficiency;

7.2.2. Conduct annual performance assessment of the contractor based on the prescribed set of performance criteria listed below:

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

7.2.3. Suspend, cancel or terminate the contract based on any of the following grounds:

- (a) Violation of any provision of the contract; and
- (b) Violation of any pertinent office rules and regulations of the PROCURING ENTITY

7.2.4. Exercise visitorial power and conduct inspection or audit of the agency's compliance with the existing laws, rules and regulations or provisions of the janitorial contract relating to the herein welfare of the janitors/janitress.

8. TERMINATION OR CANCELLATION OF JANITORIAL SERVICES CONTRACT

The PROCURING ENTITY shall terminate or cancel the janitorial services contract on the following grounds as prescribed in the GPPB Resolution No. 018-2004 dated December 22, 2004.

1. Termination for Default

The Contractor fails to perform any obligation under the Contract.

2. Termination for Convenience

The Procuring Entity may terminate the Contract, in whole or in part, at any time for its convenience. The Head of the Procuring Entity may terminate a contract for the convenience of the Government if it 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.

3. Termination for Insolvency

The Procuring Entity shall terminate the contract if the Contractor 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 Contractor, 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 Contractor.

4. Termination for Unlawful Acts

The Procuring Entity may terminate the contract in case it is determined *prima facie* that the Contractor has engaged, before or during the implementation of the contract, in unlawful deeds and behaviours relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- a. Corrupt, fraudulent, collusive and coercive practices;
- 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.

Section VIII. Required Forms

BID FORM

Date: _____

Bid Reference No.: _____

To: *Philippine Fisheries Development Authority*
3/F PCA Annex Bldg. Elliptical Rd., Diliman Quezon City

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

If our Bid is accepted, we undertake:

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

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

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

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

(if none, state "None")]

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

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

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs. The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Bid Price Schedule

Contract : Three (3) Years Janitorial Services
 Site : PFDA-Central Office
 Location : PCA Annex 1 Building, Elliptical Road, Diliman, Quezon City

A. Bid Price Reference

PARTICULARS	REQUIREMENTS
1. Number of Janitors	
2. Regional Wage Order No.	
3. Work Days per Year	
4. Basic Minimum Wage	
5. Cost of Living Allowance	

B. Schedule of Salaries and Social Security Benefits of Janitors

ITEM	PARTICULARS	RATE (Janitor/ Month)	TOTAL AMOUNT (Pesos/Year)
1	Average Pay per Month (<i>Prevailing Daily Wage x 313/12</i>)		
2	13 th Month Pay (<i>Average Pay per Month /12</i>)		
3	5 Days Incentive Pay (<i>Average Pay per Month x 5/12</i>)		
4	SSS Premium Contribution (<i>Per SSS Standard Premium Contribution</i>)		
5	State Insurance Fund (<i>Per R.A. 7641</i>)		
6	Pag-IBIG Fund Contribution (<i>Per Pag-IBIG Standard Premium Contribution</i>)		
7	PhilHealth Contribution (<i>Per PhilHealth Standard Contribution</i>)		
8	Others (<i>pls. specify including derivation</i>)		
Sub-Total (Item B)			

C. Schedule of Agency Fee

ITEM	PARTICULARS	AMOUNT (in Pesos/Year)
1	Overhead Cost charged to the Contract (Annex A)	
2	Janitorial Supplies & Materials charged to the Contract (Annex B)	
3	Administrative Expenses charged to the Contract (Annex C)	
4	Profit Margin	
Total (Item C)		

D. VALUE ADDED TAX [Item (B+C) x 12%] **P** _____

E. Total Bid Price for the 1ST YEAR (B+C+D) **P**

IN WORDS: _____

Signature over Printed Name of Bidder/
Authorized Signatory

(Date)

ANNEX A
BREAKDOWN OF EQUIPMENT COST
(Amount charge to contract to include maintenance cost)

REF. ITEM	DESCRIPTION (Brand New)	QTY	UNIT	UNIT COST/YR	AMOUNT PER YEAR
1	Floor Polisher, Heavy Duty/ Industrial Use	2	Units		
2	Wet & Dry Vacuum Cleaner with Blower	2	Units		
3	Mop Squeezer Bucket	2	Units		
4	Aluminum Step Ladder, 12 ft. foldable	1	Unit		
5	Aluminum Step Ladder, 16 ft. foldable	1	Unit		
6	Floor Signage	4	Units		
7	Push Cart, (Foldable)	2	Units		
8	Trash Bin (Large, Hooded)	12	Units		
9	Water Hose w/ nozzle, 30m	1	Unit		
10	Hand Wood Saw	1	Pc		
11	Pipe Wrench, 12 inches	1	Pc		
12	Steel Tape Meter, 10m	1	Pc		
13	Claw Hammer	1	Pc		
14	Crow Bar	1	Pc		
15	Flat Nose Plier	1	Pc		
16	Cutter Plier	1	Pc		
17	Long Nose Plier	1	Pc		
18	Screw Driver, 6 pieces/set	1	set		
19	Long Window Squeegee	10	Units		
20	Plastic Drum, 200 liter capacity	8	Units		
TOTAL OVERHEAD COST					

Note:

1. A
 All other costs associated with the use, repair and maintenance of equipment should be revealed and included in the overhead costs.

 Signature over Printed Name of Bidder/
 Authorized Signatory

 (Date)

ANNEX B
JANITORIAL SUPPLIES AND MATERIALS COST

REF. ITEM	DESCRIPTION	QTY per/Y r	UNIT	UNIT COST	AMOUNT
1	Bleach (e.g. Zonrox)	48	Gals		
2	Toilet Bowl Cleaner	12	Gals		
3	Air Freshener (e.g. Glade)	120	Cans		
4	Disinfectant (e.g. Lysol)	36	Gals		
5	Powdered Soap	120	Kls		
6	Pranela Rag	264	Pcs		
7	Mop Head (Rayon)	120	Pcs		
8	Mop Handle, Stainless Steel	20	Pcs		
9	Round Rags	600	Pcs		
10	Scrubbing Hand Pad	192	Pcs		
11	Trash Bag, XXL, Black	1440	Pcs		
12	Trash Bag, XL, Red	360	Pcs		
13	Trash Bag, XL, Green	360	Pcs		
14	Glass & Window Cleaner	12	Gals		
15	Broom Stick	10	Pcs		
16	Soft Broom	40	Pcs		
17	Ceiling Broom	4	Pcs		
18	Polishing Pad for Floor Polisher	16	Pcs		
19	Hand Brush	40	Pcs		
20	Push Brush	20	Pcs		
21	Multi Surface Cleaner (e.g. Pledge)	36	Cans		
22	Insecticide, Baygon, 500 ml	48	Cans		
23	Liquid Hand Soap	24	Gals		
24	Liquid Hand Soap Dispenser	12	Pcs		
25	Deodorant Cake (e.g. Albatross)	24	Pcs		

ANNEX B
JANITORIAL SUPPLIES AND MATERIALS COST

REF. ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT
26	Toilet Bowl Brush, Plastic Handle	24	Pcs		
27	Toilet Bowl Plunger	12	Pcs		
28	Plastic Pail w/ Water Dipper	12	Pcs		
29	Dust Pan, Plastic	20	Pcs		
30	Putty Knife w/ Handle	10	Pcs		
31	Doormat, Standard size	40	Pcs		
32	Tissue Paper	600	Rolls		
33	Feather Duster	10	Pcs		
34	Spray Gun	10	Pcs		
35	Washable rubber gloves	240	Pcs		
36	Dish Washing Liquid	24	Gals		
37	Disinfecting mat (2 in 1, wet and dry)	8	pcs		
TOTAL JANITORIAL SUPPLIES & MATERIALS COST					

Note:

1. F
failure to provide the required costs shall cause the bid to be automatically rejected.

Signature over Printed Name of Bidder/
Authorized Signatory

(Date)

ANNEX C
BREAKDOWN OF ADMINISTRATIVE
COST CHARGED TO THE CONTRACT

ITEM	PARTICULARS	AMOUNT (in Pesos/Year)
1	Mobilization, Supervision and Payroll/ Supplies Delivery	
2	Taxes, Licenses/Permits/Notarial Fees	
4	Insurance/Bond Premiums	
5	Miscellaneous/Incidental Expenses	
TOTAL ADMINISTRATIVE COST		

Signature over Printed Name of Bidder/
Authorized Signatory

(Date)

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

BID SECURING DECLARATION

To: *Philippine Fisheries Development Authority*
3/F PCA Annex Bldg. Elliptical Rd., Diliman Quezon City

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Iurat]

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

DRAFT CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into this ____ day of _____ by and between:

PHILIPPINE FISHERIES DEVELOPMENT AUTHORITY (PFDA), an agency created by virtue of Presidential Decree No 977, as amended, with principal address at PCA Annex Bldg., Elliptical Road, Diliman, Quezon City represented in this act by its OIC-General Manager, **IRIS R. DE VERA**, hereinafter referred to as the **CLIENT**;

- and

_____, an agency duly organized and existing under and by virtue of the laws of the Philippines, with office address at _____, represented in this act by its _____, hereinafter referred to as the **SUPPLIER**;

WITNESSETH: That

WHEREAS, the **CLIENT** invited bids for the provision of janitorial services for PFDA Central Office;

Whereas, the **CLIENT** conducted a public bidding for the supply of ten (10) janitors, equipment/tools, cleaning supplies and materials for PFDA Central Office;

WHEREAS, only one bidder responded to the Invitation to Apply for Eligibility and to Bid, the **AGENCY** was found to have submitted the _____ Responsive Bid;

WHEREAS, the PFDA-Bids and Awards Committee recommended the award of contract to the **AGENCY** per its Resolution No. _____;

WHEREAS, the **CLIENT** has accepted a Bid by the CONTRACTOR for the provision of said janitorial services in the sum of _____ for one year hereinafter called as the "Contact Price";

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and stipulations hereinafter provided, the parties hereto have agreed as follows:

1. The **AGENCY** shall provide the **CLIENT** nine (9) janitors/janitress and one (1) Supervising janitor who are properly skilled, psychologically and physically fit, hardworking, courteous, honest and friendly and must comply with the following minimum qualifications:

- a. Filipino citizen
- b. Male or female
- c. Not less than 18 years old
- d. At least high school graduate
- e. Well-trained, physically and mentally fit, of good moral character and covered by appropriate clearances from DOH-accredited health centers, NBI, Police and Barangay.
- f. Agency training on proper housekeeping, cleaning and use of janitorial equipment.
- g. For the supervisor, must have an additional of at least 120 hours of supervisory and advance training on good housekeeping.

The total number of janitorial personnel may be increased or reduced or a complete change of assigned janitors may be undertaken upon written request from the **CLIENT** provided that any increase shall not exceed the approved budget for the contract for the applicable year.

2. The **AGENCY** shall be held responsible for any damage/destruction to any office equipment, furniture and fixtures due to the fault or negligence of its personnel;
3. The **AGENCY** shall be liable for any claim caused by its personnel or any damage done to the property of the **CLIENT**'s employees, officers or agents, or to third parties, or for personal injuries including deaths which may arise from the work or services under this contract due to negligence or fault of the **AGENCY**'s personnel;
4. As required by the **CLIENT**, all janitors/janitress and supervisor shall render an eight (8)-hour work per day, from Monday to Saturday including holidays;
5. That the personnel assigned to perform janitorial services to the **CLIENT** shall not be replaced without cause for the entire duration of the contract unless said personnel violated contractor's office rules and regulations. In latter case, the **AGENCY** shall notify the **CLIENT** not later than five (5) working days from the date of the actual pull-out of said personnel;
6. The **AGENCY** shall, within three (3) working days upon receipt of a written notice from the **CLIENT**, replace the personnel due to non-performance of duties and responsibilities stated in the contract or violated **AGENCY**'s pertinent office rules and regulations;
7. The contract price shall be fixed and not subject to adjustment except in cases where the cost of the awarded contract is affected by any applicable laws, ordinances, regulations, or other acts of the Government of the Philippines and/or its agents; Provided further that the agency fee shall remain fixed and not subject to adjustment for the entire duration of the contract.

8. The **AGENCY** shall regularly and properly pay its personnel their salaries, wages, allowances and other benefits as prescribed by law and shall free the **CLIENT** from any liability in the event the **AGENCY** fails to pay on time the appropriate wages of its employees and personnel;

9. The **AGENCY** shall submit to the **CLIENT** the SSS Form R-3, PhilHealth and Pag-IBIG premium contributions every quarter as proof of payment. The failure of the **AGENCY** to comply with the provision of this section shall be a ground for the termination of this Contract;

10. The following documents are hereby incorporated and made part of this Contract as though fully written out and set forth herein in so far as they are not inconsistent with the terms hereof:

- (a) Bid Form and Bid Price Schedule;
- (b) Schedule of Requirements;
- (c) Terms of Reference;
- (d) General Conditions of Contract;
- (e) Special Conditions of Contract; and
- (f) Notification of Award.
- (g) Performance Bond

11. In consideration of the payments to be made by the **CLIENT** to the **AGENCY** as hereinafter mentioned, the **AGENCY** hereby covenants with the **CLIENT** to provide the janitorial services in conformity in all respects with the provisions of the Contract. As such, the **AGENCY** shall undergo annual assessment and evaluation of its performance before the end of each year based on the following performance criteria:

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

Based on the assessment, the **CLIENT** may pre-terminate the contract for failure by the **AGENCY** to perform its obligations;

12. It is understood and agreed that the janitor/janitress of the **AGENCY** will not in any way be employees of the **CLIENT** and the latter shall not be responsible for any claim for personal injury or damage including death, caused to any of the janitors/janitress or to any third persons where such injury or death arose or was in the course of the performance of duties of said janitors/janitress;

13. The **CLIENT** hereby agrees to pay the **AGENCY** in consideration of the provision of the janitorial services, the Contract Price or such other sums as may be

become payable under the provisions of the Contract at the time and in manner prescribed by the Contract, Subject to existing tax rules and regulations.

14. This Contract shall be for a period of three (3) years to take effect _____ or unless sooner terminated by either party, in which case, the parties shall be given thirty (30) days prior notice;

15. The venue of any action between the parties arising from this contract shall be the proper courts in Quezon City.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date and at the place first above written.

**PHILIPPINE FISHERIES DEVELOPMENT
AUTHORITY**

SUPPLIER

BY:

BY:

IRIS R. DE VERA
OIC General Manager

President

SIGNED IN THE PRESENCE OF:

ROMMEL R. RONDA
OIC, Accounting Division

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 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 of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for [Name of the Project] of the [Name of the Procuring Entity];

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 and/or to represent the [Name of Bidder] in the bidding as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture)];

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: I am not related to the Head of the Procuring Entity, members of the Special Bids and Awards Committee (SBAC), the Technical Working Group, and the SBAC 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 Special Bids and Awards

Committee (SBAC), the Technical Working Group, and the SBAC 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 Special Bids and Awards Committee (SBAC), the Technical Working Group, and the SBAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. [Name of Bidder] complies with existing labor laws and standards; and
8. [Name of Bidder] is aware of and has undertaken the 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;
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of the Project]; and
9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

***Section IX. Checklist of Technical
and Financial Documents***

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE	
<i>Class "A" Documents</i>	
<u>Legal Documents</u>	
<input type="checkbox"/>	(a) Valid PhilGEPS Certificate of Registration and membership;
<input type="checkbox"/>	(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,
<input type="checkbox"/>	(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;
<input type="checkbox"/>	(d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
<u>Technical Documents</u>	
<input type="checkbox"/>	(f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid;
<input type="checkbox"/>	(g) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents;
<input type="checkbox"/>	(h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; or Original copy of Notarized Bid Securing Declaration;
<input type="checkbox"/>	(i) Conformity with the Schedule of Requirements, as enumerated and specified in Section VI of the Bidding Documents;
<input type="checkbox"/>	(j) Original duly signed Omnibus Sworn Statement (OSS); and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.
<input type="checkbox"/>	(k) Statement of compliance with the Technical Specifications, as enumerated and specified in Section VII of the Bidding Documents.

<input type="checkbox"/>	(l) Comprehensive Company Profile;
<input type="checkbox"/>	(m) Certified List of janitors/janitress including supervisors (existing and reserved);
<input type="checkbox"/>	(n) Certified inventories of cleaning equipment and supplies and materials on hand and deployed;
<input type="checkbox"/>	(o) Proposed Housekeeping Plan for PFDA Central Office;
<input type="checkbox"/>	(p) Statement describing the standard uniform and cleaning paraphernalia being provided to its janitors;
<input type="checkbox"/>	(q) Picture of a model/typical janitor, male & female;
<u>Financial Documents</u>	
<input type="checkbox"/>	(r) The Supplier's audited financial statements for CY 2020 and 2021, 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
<input type="checkbox"/>	(s) 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.
<u>Class "B" Documents</u>	
<input type="checkbox"/>	(t) 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.
<u>Other documentary requirements under RA No. 9184 (as applicable)</u>	
<input type="checkbox"/>	(u) [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.
<input type="checkbox"/>	(v) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

II. FINANCIAL COMPONENT ENVELOPE	
<input type="checkbox"/>	(a) Bid Form
<input type="checkbox"/>	(b) Bid Price Schedule
<input type="checkbox"/>	(b) Schedule of Agency Fee

CHECKLIST OF POST QUALIFICATION DOCUMENTS

1. Tax Clearance as per EO 398 series of 2005 as finally reviewed and approved by the BIR
2. Latest Income and Business Tax Returns
3. Certificate of PhilGEPS Registration
4. Certificate of Registration issued by DOLE as specified in the Department Order No. 18-A Series of 2011