

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of Janitorial Services

*ABC = Three Million Nine Hundred Seventy Seven
Thousand Five Hundred Fifty Three Pesos and Twenty
Four Centavos (Php 3,977,553.24)*

Government of the Republic of the Philippines
UNIVERSITY OF THE PHILIPPINES CEBU



**Sixth Edition
July 2020**

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	3
Section I. Invitation to Bid	6
Section II. Instructions to Bidders	8
1. Scope of Bid.....	8
2. Funding Information	8
3. Bidding Requirements	8
4. Corrupt, Fraudulent, Collusive, and Coercive Practices	8
5. Eligible Bidders	9
6. Origin of Goods	9
7. Subcontracts	9
8. Pre-Bid Conference.....	9
9. Clarification and Amendment of Bidding Documents	9
10. Documents comprising the Bid: Eligibility and Technical Components.....	10
11. Documents comprising the Bid: Financial Component	10
12. Bid Prices	10
13. Bid and Payment Currencies.....	11
14. Bid Security	11
15. Sealing and Marking of Bids	11
16. Deadline for Submission of Bids	12
17. Opening and Preliminary Examination of Bids	12
18. Domestic Preference	12
19. Detailed Evaluation and Comparison of Bids.....	12
20. Post-Qualification	13
21. Signing of the Contract	13
Section III. Bid Data Sheet.....	14
Section IV. General Conditions of Contract.....	15
1. Scope of Contract.....	15
2. Advance Payment and Terms of Payment	15
3. Performance Security	15
4. Inspection and Tests.....	15
5. Warranty	16
6. Liability of the Supplier	16
Section V. Special Conditions of Contract	17
Section VI. Schedule of Requirements.....	20
Section VII. Technical Specifications.....	21
Section VIII. Checklist of Technical and Financial Documents	22

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

**Republic of the Philippines
University of the Philippines Cebu
Lahug, Cebu City
BIDS AND AWARDS COMMITTEE**

INVITATION TO BID for the Procurement of Janitorial Services

1. The *University of the Philippines Cebu*, through the *GAA 2022* intends to apply the sum of ***Three Million Nine Hundred Seventy Seven Thousand Five Hundred Fifty Three Pesos and Twenty Four Centavos (Php3,977,553.24)*** being the ABC to payments under the contract for ***Procurement of Janitorial Services***. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *University of the Philippines Cebu* now invites bids for the above Procurement Project. Delivery of the Goods is required by ***July 1, 2022***. Bidders should have completed, within ***the last year*** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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 ***University of the Philippines Cebu BAC Office*** and inspect the Bidding Documents at the address given below from ***8:00AM - 3:00PM***.
5. A complete set of Bidding Documents may be acquired by interested Bidders on ***March 12, 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 ***Five Thousand Pesos Only (Php 5,000.00)***. The Procuring Entity shall allow the bidder to present its proof of payment for the ***fees in person or through email***.
6. The *University of the Philippines Cebu* will hold a Pre-Bid Conference on ***March 21, 2022 11:00AM*** at the ***BAC Office Room 207 Admin Building, University of the Philippines Cebu Gorordo Avenue, Lahug Cebu City*** and through video

conferencing or webcasting *via zoom as follows:*

Meeting ID: 895 2434 4497 Passcode: prebidjan

7. Bids must be duly received by the BAC Secretariat through **manual submission** at the office address indicated below, on or before ***April 4, 2022 11:00AM***. 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 ***April 4, 2022 11:00AM*** at the given address below ***BAC Office Room 207 Admin Building, University of the Philippines Cebu Gorordo Avenue, Lahug Cebu City*** through video conferencing *via zoom as follows:*

Meeting ID: 857 3202 0673 Passcode: openingJan

and will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. The ***University of the Philippines Cebu*** 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:

**Bids and Awards Committee through
Marlon Ubaldo/ BAC Secretariat Chair**

UP Cebu, Lahug, Cebu City

Tele/Fax No. 032-233-3497

Contact's email add: bac_sec.upcebu@up.edu.ph

12. You may visit the following websites:



For downloading of Bidding Documents:

Lorel S. Dee, M.D.
BAC Chair

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *University of the Philippines Cebu* invites Bids for the *Procurement of Janitorial Services*, with Project Identification Number *G-2022-003*.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *GAA 2022* in the amount of *Three Million Nine Hundred Seventy Seven Thousand Five Hundred Fifty Three Pesos and Twenty Four Centavos (Php 3,977,553.24)*.

2.1. The source of funding is:
NGA, the General Appropriations Act or Special Appropriations.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

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

6. Origin of Goods

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

7. Subcontracts

- 7.1 The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.
The procuring Entity has prescribed that:
Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time at its physical address **University of the Philippines BAC Office Rm 207 Administration Bldg.** and 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 *the last year* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

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

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **August 2, 2022**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.
The Procuring Entity may request additional hard copies and/or electronic copies of the

Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

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

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

of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

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

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ol style="list-style-type: none"> a. Supply of janitorial services b. completed within <i>the last year</i> prior to the deadline for the submission and receipt of bids.
7.1	<i>Subcontracting is not allowed.</i>
12	The price of the Goods shall be quoted DDP <i>University of the Philippines Cebu ,Lahug Cebu City</i> or the applicable International Commercial Terms (INCOTERMS) for this Project. <i>Computation of bid use the following:</i> 2018 Edition of Handbook on Workers' Statutory Monetary Benefits PhilHealthCircular 2020-0005 (currently 3% will be the factor used until a new advisory is released by PhilHealth) RO VII Wage Order 22 SSS 2021 Contribution Schedule PAGIBIG contribution Php 100.00
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ol style="list-style-type: none"> a. The amount of not less than <i>Seventy Nine Thousand Five Hundred Fifty One Pesos and Six Centavos (Php 79,551.06)</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; b. The amount of not less than <i>One Hundred Ninety Eight Thousand Eight Hundred Seventy Seven Pesos and Sixty Six Centavos only (Php 198,877.66)</i> if bid security is in Surety Bond.
19.3	<i>The project will be awarded as one lot.</i>
20.2	- <i>PhilHealth, SSS, PAG IBIG Certification of contribution/ clearance/ certificate</i> - <i>DOLE certification of labor laws compliance or certificate of no pending case, to include the agency's Covid 19 contingency</i>
21.2	<i>Covid 19 vaccination cards of janitors to be deployed. (as required by Cebu City EO and CHED -DOH JMC 2021-004)</i>

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

GCC Clause	
1	<p>Delivery and Documents –</p> <p>Delivery of the Services shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p><i>The supplier shall notify UP Cebu and provide a reliever of equal qualification in case a janitor becomes absent.</i></p> <p>For purposes of this Clause the Procuring Entity’s Representative at the ProjectSite are:</p> <p style="text-align: center;"><i>UPC OIC Vice Chancellor for Administration Hazel Trapero DIT</i> <i>UPC Head of Campus Maintenance Office Engr. Albert B. Bascon</i></p>
2.2	<p>The terms of payment shall be as follows:</p> <p><i>Payment shall be on a monthly basis after submission of billing wherein daily time records of all Janitors and confirmation of the CMO of service rendered for the month are attached.</i></p> <p><i>Agency is also required to attach cert of contribution for PHIC, SSS, PAGIBIG in every billing.</i></p>
4	<p>The inspections and tests that will be conducted are:</p> <p><i>For post qua, the evaluation of the bidders bid will include inspection of actual equipment to be used in UP Cebu, and other equipment stipulated in the scope of services indicated as “to be supplied by the agency”. Office site inspection and interview of various clients of the Agency.</i></p>

Section VI. Schedule of Requirements

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

Item Number	Description	Delivered, Weeks/Months
1	JANITORIAL SERVICES Twenty (20) Janitors for UP Cebu Lahug and SRP Campuses beginning July 1, 2022- June 30, 2023 313 working days plus 15 holidays	12 months beginning July 1 , 2022
	Complete requirements are itemized in the scope of services in Section VII.	

Section VII. Technical Specifications

Item	Specification	Statement of Compliance
1	Please refer to the detailed maintenance plan below. Statement of compliance will be considered as applicable to all items stipulated in the maintenance plan below.	

UNIVERSITY OF THE PHILIPPINEs CEBU

July 01, 2022 to June 30, 2023 Scope of Services (Maintenance Plan for One-Year Contract of Janitorial Services)

INTRODUCTION:

The maintenance and upkeep of the buildings and facilities of the UP Cebu in Lahug and UPSRP Cebu City is part and parcel of the University responsibility, however the University lacks the regular manpower to perform the tasks. The University therefore has been employing agencies and contractors to provide janitorial services.

1. Schedule of Activities

Activities	Daily	Weekly	Monthly	Quarterly
1. Cleaning of Rooms and Offices (if the room is locked, the key should be retrieved from the guard) * Sweeping of floors * Mopping of floor stains * Dusting of glasses (Limited to Dean's Ofc., Cash Ofc-external side And Accounting glasses) * Insure/check rooms if not infested w/ mosquitoes/insects and termite.	X X X			
2. Cleaning of toilets using ordinary cleaning agent Except muriatic acid to include: * Brushing of tiles * Cleaning of toilet bowls and lavatory * Checking and reporting of defective plumbing fixtures and leakages in water closet faucets	X X X			

3. Checking and reporting of fixtures like door knobs, door locks, switches, and windows	X			
4. Cleaning of hallways, lobbies, and stairs * Mopping and sweeping of floors * Dusting of railings	X X			
5. Collection of solid wastes * Collection of solid wastes in every room and Hallway including bathrooms * Proper disposal of solid wastes into the collection container assigned to every Building	X X			
6. Cleaning of 3 meters basement area reckoned From the perimeter wall of the building	X			
7. Watering of Plants	X			
8. Application of floor wax		X		
9. Floor polishing every after application of floor wax		X		
10. Cleaning of ceiling and corner walls of cobwebs		X		
11. Cleaning of glass windows of classrooms/offices		X	X	
12. Disinfection of toilets		X		
13. Trimming of grasses and plants(case to case)		X		
14. Cleaning of walls using cleaning agents		X		
15. Washing and shampooing of carpets and rugs				
16. Cleaning of water closet using reagents (TUFF)			X	
17. Cleaning of venetian blinds				X
18. Disinfecting of walls using lysol				X
19. Washing of glass windows using high pressured Sprayer and ladder				X
20. Cleaning of carpets/rugs using vacuum cleaner				X
21. Planting of ornamental plants (case to case)				X
22. Cleaning of Roofs (case to case)				X
23. Cleaning /oiling of Electric fans				X

The above-mentioned schedule of work is the minimum requirement and must be strictly complied with This will serve as guide to the agency, and They may add other

services without additional cost in their monthly billing. as required by the University from time to time. (i.e. during emergency work in toilets as busted pipes and others which may require the performance of activities earlier than scheduled such as disinfecting).

In general, the University expects that the janitorial agency shall see to it that the buildings are tidy and well maintained. There should be no cobwebs on ceilings and walls, no rust or molds forming on walls, lavatory and other facilities, rooms are well kept, toilets are free from foul odors, floors are shiny. Electric fans must be oiled and cleaned from dust at least once every quarter.

II. Sample Daily Schedule from Monday through Saturday.

Time	<i>Activities</i>
6:00 - 9:00 a.m.	<ul style="list-style-type: none"> * Sweeping of floors * Cleaning of toilets in the morning, after lunch and before signing out in the afternoon or as the need arises * Mopping of hallways * Collection and disposal of solid waste. * Application of wax/disinfectant/other chemicals On a monthly/quarterly basis but should be 1st During the hour in the morning(or afternoon) before & after office hours only.
9:00-11:00 a.m.	Cleaning of hallways, lobbies and stairs & campus grounds Cleaning and mopping of floors, toilets (when necessary)
11:00 – 1;00 p.m.	Lunch break for those reporting at 6:00 a.m.
12:00 – 1;00 p.m.	Lunch break for those reporting at 7:00 a.m.
1:00 --1:30 p.m.	Cleaning of CR's, hallways and stairs.
1:30 - 4:00 p.m.	Do Job Order Request and Action Slip as per instruction by the Immediate Supervisor, Engineer, VCA

III. Supplies and Materials needed in the performance of janitorial tasks

The University will provide all the necessary supplies, chemicals, reagents and other miscellaneous paraphernalia that will be needed. The janitors concerned will just get them from the Campus Maintenance. Office. The CMO will requisition from the Property Office Central Storeroom on a monthly schedule, and they will distribute them to the janitors as need basis. The CMO Clerk will do proper recording of consumption of supplies per janitor. this shall be done to monitor wastage and pilferage.

IV. List of Equipment that must be provided by the Agency / Contractor

Minimum Qty.	Unit	Item/Description	Remarks
2	units	Heavy duty floor polisher	1 for Arts & Science Bldg.
		(must include all consumables (PAD) to operate the floor polisher	and High school
			1 for Main Campus
2	units	Vacuum cleaner	1 for Arts & Science
			and High school
			1 for Main Campus
3	units	Grass Cutter	1 for the Admin. Bldg. Undergrad, Management Bldg or Main Campus
			1 for A.S. surroundings, Soccer field and parking area
2	Unit	Pressure sprayer	for entire college
8	pcs.	General purpose pails (metallic),	2 at Arts & Science,
		for de-watering/draining mop cloths	1 at High School and
			2 for Main campus
3	Rolls	100 meters Hose, ¾"	With nozzle
		Note: Above equipment must be	With ready replacement in case
		Operational at all times,	of breakdowns.

Equipment such as ladders, grass cutters, rakes, shovels, shears, and others which might be needed will be provided by the University through Campus Maintenance Office. Proper borrowing and usage should be observed and in case of breakdowns and repairs due to improper use, the cost will be charged to the Agency/Contractor. Loss of equipment for whatever reason shall be the responsibility of the Agency/Contractor and as such they will be charged the corresponding acquisition cost of the lost equipment to be deducted in their monthly billing.

The Contractor/Agency may supply or use their own equipment not listed above but in no case shall the repair cost or loss be charged to the University.

V. List of Building for Janitorial Services

Name of Building	Approximate Area (sq.m.)	No. of Janitors	Remarks
A.) Only Agency Janitors on duty			
Undergrad (1 st /Floor)	2,640	1	for the College of Sciences)
Undergrad (2 nd /Floor)		1	for the Fablab
Undergrad (2 nd /Floor)		1	for the CCAD
Arts & Science (Extension)		1	
Arts & Sciences	2,320	3	1 for left wing & 1 for right wing and 1 for A.S Lobby
Science Building		2	Grounds, Faculty, Offices
High School Bldgs.	1,126	1	Grounds, Faculty room & office
TIC Bldg. & Guest House	3,820	1	Interior structures in the guest house and grounds,
Management Building	900	1	Offices, classrooms, and grounds
UP Professional Schools (SRP)	8000	2	1 for Acad Building and 1 for E-Library Building
Dormitory (old)	1800	1	Greenovate
Dormitory (new)		2	Grounds, Rooms
Admin Building		1	Offices, CR's
Library	1,936	1	1 for Library service
Grounds Keeper	5000	1	Landscaped and plants (Main Campus)
Total of Agency Janitors		20	
B.) With regular utility workers on duty (Agency Janitors may fill-in anytime in case of absence of regular Utility Worker) the immediate supervisor will do the arrangement.			

VI. Supervision of Agency Janitors

The Campus Maintenance Office will be the central coordinating office between the offices/divisions assigned with Janitors and the Agency. The Agency will provide a **supervisor** to monitor/check the work of the Janitors twice a week and to report to the Head, CMO after checking. As such, the Head of CMO or his representative will also conduct a check of the progress and status of the work of the Janitors. A **checklist** will be

used to monitor the performance of the janitors. Any complaints or requests with regards to the conduct or service of the Janitors shall be directed to the CMO. The recommendation relative to the assignment, replacement or removal of assigned Janitor shall be the concern of the Vice Chancellor for Administration (VCA) with the concurrence of Head of the CMO. The Vice Chancellor for Administration or his authorized representative (Chief CMO) shall be the one to communicate to the Agency of any problems/concerns/replacement/removal of equipment or schedules.

The Agency/Contractor shall also pay/give the salary /compensation of the Janitors within the University regularly and promptly; must ensure and deposit the remunerations and contributions like SSS of the janitors as guaranteed by the existing laws. The Agency/Contractor must furnish the University with a copy of certified remittance of SSS and Philhealth contributions of the janitors during the contract period. Janitors will not be allowed to go out to collect their salary at the Agency Office. They may conduct training or on the job orientation here in the University upon prior advise of the offices concerned. There shall be no work interruption without prior notice. Proper wearing of uniforms, I.D. (no slippers and shorts) and proper haircut must be observed at all times.

Evaluation of the performance of the janitors will be done by the CMO twice (6 mos. period). Disciplinary action however shall be imposed by the Agency. Though Deans of Colleges can recommend replacement, file complaints and evaluates performance of janitors, it is the Agency who will finally decide the necessary and just action after due process. Agency's supervisor deals directly to CMO and VCA but not to the Deans of Colleges. Rewards and commendations will likewise be treated the same. The Agency supervisor in charge shall also conduct regular inspection of the assigned janitors, their area of responsibility and quality of services rendered and make appropriate recommendation to improve janitorial services.

VII. Others

The work of the janitors shall not be limited to cleaning only, but must also cater also to the request of end-user like arranging the furniture and preparing venues for university activities, or other important tasks that may be requested by the CMO supervisor from time to time during important events and affairs of the University. As such, the janitors will be temporarily pulled-out from their stations/offices. Prior communication with the offices concerned must be done by the CMO supervisor and a clear definite work description and specific time period must be observed. Upon completion of the task or at the expiration of the specific time period stated, the janitors shall return immediately to their station/office assignments. If additional time is needed, the CMO supervisor must inform the office/division concerned.

The Agency/contractor cannot just replace any/ or all incumbent janitors without just cause. The Agency/Contractor initiated replacement of an incumbent janitor must have concurrence of the Head of Office (or his authorized representative).

Any request for overtime of janitors must be properly documented and must be prepared at least one week before the actual time of overtime work. All requests will be directed to CMO, and it will be CMO who will advise the Agency/Contractor. Separate billings will be made, and the voucher shall be approved by the Head of Office or his authorized representative.

The Agency shall be required to submit medical certificate of all janitors to be assigned to UP to ensure that they are fit to work. This can be done from an affiliated laboratory by the University. List of laboratory test required are Drug test, Chest X-Ray, and medical certificate.

The Agency/Contractor must make sure that the janitors have read and fully understood these Scope of Services for strict observance.

Agency and CMO must have close coordination at all times.

The 15 identified Holidays Covered by this contract are the following:

Date	Name	Type
Monday, July 11, 2022	EID AL-ADHA	COMMON LOCAL HOLIDAY
Monday, August 29, 2022	NATIONAL HEROES DAY	REGULAR HOLIDAY
Friday, September 09, 2022	OSMEÑA DAY	SPECIAL NON-WORKING HOLIDAY
Tuesday, November 1, 2022	ALL SAINTS DAY	SPECIAL NON-WORKING HOLIDAY
Wednesday, November 30, 2022	BONIFACIO DAY	REGULAR HOLIDAY
Thursday, December 8, 2022	FEAST OF THE IMMACULATE CONCEPTION OF MARY	SPECIAL NON-WORKING HOLIDAY
Saturday, December 24, 2022	CHRISTMAS EVE	SPECIAL WORKING HOLIDAY
Friday, December 30, 2022	RIZAL DAY	REGULAR HOLIDAY
Saturday, January 21, 2023	CHINESE NEW YEAR	SPECIAL NON-WORKING HOLIDAY
Friday, February 24, 2023	CEBU CITY CHARTER DAY	SPECIAL NON-WORKING HOLIDAY
Saturday, February 25, 2023	EDSA REVOLUTION ANIVERSARY	SPECIAL NON-WORKING HOLIDAY
Thursday, April 6, 2023	MAUNDY THURSDAY	REGULAR HOLIDAY
Friday, April 7, 2023	GOOD FRIDAY	REGULAR HOLIDAY
Monday, May 1, 2023	LABOR DAY	REGULAR HOLIDAY
Monday, June 12, 2023	INDEPENDENCE DAY	REGULAR HOLIDAY
Monday, July 11, 2022	EID AL-ADHA	COMMON LOCAL HOLIDAY

Section VIII. 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

- (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; **and**
- (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; **and**
- (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; **and**
- (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (j) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (k) The Supplier’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the

BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**

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

Class "B" Documents

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

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

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

25 FINANCIAL COMPONENT ENVELOPE

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

