# PHILIPPINE BIDDING DOCUMENTS

for the

# Service Agreement for the Janitorial and Manpower Services for the SEC Headquarters and Extension Offices for FY 2024

Public Bidding No. 2024-024

Sixth Edition July 2020

# **Preface**

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the "name of the Procuring Entity" and "address for bid submission," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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# Glossary of Acronyms, Terms, and Abbreviations

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

CIP - Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – "Free Carrier" shipping point.

**FOB** – "Free on Board" shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS -** Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

# Section I. Invitation to Bid

# **Notes on the Invitation to Bid**

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.





# INVITATION TO BID FOR THE

# Service Agreement for the Janitorial and Manpower Services for the SEC Headquarters and Extension Offices for FY 2024

- 1. The Securities and Exchange Commission (SEC), through the FY 2024 Annual Operating Budget of SEC intends to apply the sum of Sixty- One Million Four Hundred Thousand Pesos (Php 61,400,000.00) being the ABC to payments under the contract for the Procurement Project under Public Bidding No. 2024-024. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The SEC now invites bids for the above Procurement Project. Delivery of the Goods is required in FY 2024 as specified in Section VI (Schedule of Requirements) of this Bidding Document. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 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 the SEC-BAC Secretariat and inspect the Bidding Documents at the address given below from 8:00 a.m. to 5:00 p.m.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on 31 May 2024 from the given address and websites 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 Php50,000.00. The Procuring Entity shall allow the bidder to present its proof of payment for the fees which will be presented in person or through electronic means.
- 6. It may be downloaded free of charge from the Philippines Government Electronic Procurement System (PhilGEPS) and SEC websites, provided that the bidders shall pay the applicable fee for the Bidding Document not later than the submission of their bids.
  - The prospective bidders are advised to send an email at jamroa@sec.gov.ph to request for the Payment Assessment Form (PAF), which shall be used for the payment of the abovementioned applicable fee.

Payments should be done over the counter at any Landbank branch nationwide or online through eSPAYSEC.

For over the counter payment at LandBank:

- Print 2 copies of PAF:
  - o 1 Client Copy
  - o 1 LandBank Copy
- Accomplish the onColl Payment slip per fund account as indicated on the breakdown summary.
- Use the correct Fund Account and Account No. and provide the below information:
  - o Reference Number 1 PAF No.
  - o Reference Number 2 Name of Payor appearing on the PAF
- Present OnColl Payment Slip, together with the PAF, to the LandBank Teller

# For online payment:

- Access eSPAYSEC through the link below, enter PAF Reference Number, select your payment:
  - https://www.sec.gov.ph/sec-paymentportal
- Enter PAF Reference Number
- Select preferred payment option:
  - o Debit/Credit Card
  - o Paymaya Wallet/GCash
- Enter email address and verification code
- Click proceed to payment
- 7. The SEC will hold a Pre-Bid Conference on 07 June 2024 (Friday), 9:00 a.m. at The SEC Headquarters, 7907 Makati Ave., Salcedo Village, Bel-Air, Makati City and through video conferencing or webcasting via Zoom application.
- 8. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **26 June 2024** (Wednesday), **9:00 a.m.** Late bids shall not be accepted.
- 9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
- 10. Bid opening shall be on **26 June 2024 (Wednesday), 9:15 a.m.** at The SEC Headquarters, 7907 Makati Ave., Salcedo Village, Bel-Air, Makati City. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 11. The SEC 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.
- 12. For further information, please refer to:

BAC Secretariat
7/F The SEC Headquarters, 7907 Makati Ave.
Salcedo Village, Bel-Air, Makati City 1209
Telephone Number: 8818-5330
Electronic Mail: jamroa@sec.gov.ph

13. You may visit the following websites:

https://www.sec.gov.ph
https://www.philgeps.gov.ph

31 May 2024

Armando A. Pan Jr.
BAC Chairman

# Section II. Instructions to Bidders

# **Notes on the Instructions to Bidders**

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

# 1. Scope of Bid

The Securities and Exchange Commission wishes to receive Bids for the Service Agreement for the Janitorial and Manpower Services for the SEC Headquarters and Extension Offices for FY 2024, under Public Bidding No. 2024-022.

The Procurement Project (referred to herein as "Project") is composed of one (1) lot, the details of which are described in Section VII (Technical Specifications).

# 2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for FY 2024 in the amount of **Sixty-One Million Four Hundred Thousand Pesos** (**Php61,400,000.00**).
- 2.2. The source of funding is **FY 2024 Annual Operating Budget of SEC.**

# 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 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

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 and at its physical address at The SEC Headquarters, 7907 Makati Ave., Salcedo Village, Bel-Air, Makati City 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 five (5) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May

2019. The English translation shall govern, for purposes of interpretation of the bid.

# 11. Documents comprising the Bid: Financial Component

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

# 12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in the **BDS**.
  - b. For Goods offered from abroad:
    - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
    - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

# 13. Bid and Payment Currencies

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

# 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid for 120 calendar days from the date of the opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

# 15. Sealing and Marking of Bids

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

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

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

# 16. Deadline for Submission of Bids

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

# 17. Opening and Preliminary Examination of Bids

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

<sup>&</sup>lt;sup>1</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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

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

# 18. Domestic Preference

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

# 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII** (**Technical Specifications**), although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as 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

# **Notes on the Bid Data Sheet**

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

# **Bid Data Sheet**

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be referred to any contract for Service Agreement for the Janitorial and Manpower Services, which must have been completed within five (5) years before the deadline for the submission and receipt of bids.
7.1	No further instructions
12	The price of the Goods shall be quoted DDP Makati, NCR or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:  a. The amount of not less than Php 1,228,000.00 [two percent (2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or  b. The amount of not less than Php 3,070,000.00 [five percent (5%) of ABC], if bid security is in Surety Bond.
19.3	No further instructions
20.2	No further instructions
21.2	No further instructions

# Section IV. General Conditions of Contract

# **Notes on the General Conditions of Contract**

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

# 1. Scope of Contract

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

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

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

# 2. Advance Payment and Terms of Payment

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

# 3. Performance Security

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

# 4. Inspection and Tests

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

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

# 5. Warranty

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

# 6. Liability of the Supplier

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

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

# Section V. Special Conditions of Contract

# **Notes on the Special Conditions of Contract**

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

**Special Conditions of Contract** 

CCC	Special Conditions of Contract
GCC Clause	
1	Delivery and Documents –
	No further instructions
	Incidental Services –
	No further instructions
	Spare Parts –
	No further instructions
	Packaging –
	No further instructions
	Transportation –
	No further instructions
	Intellectual Property Rights –
	No further instructions
	Regular and Recurring Services –
	The contract for regular and recurring services shall be subject to a renewal whereby the performance evaluation of the service provider shall be conducted in accordance with Section VII. Technical specifications.
2.2	The terms of payment shall be:
	The Service Provider shall support its billings with SEC approved daily time records (original/certified true copy) as proof of services rendered to the client. Should SEC subsequently require for other documents, the same shall be communicated either orally or in writing and shall not preclude the collection of any outstanding invoices prior to the delivery of the Client's request. Furthermore, overtime/extra services under Item VI in the Technical Specifications.
4	The inspections and tests will be conducted to check the conformity to the Project specifications.

# 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.

Lot Number	Description	Quantity	Delivered, Weeks/Months
	Service Agreement for the Janitorial and Manpower Services for the SEC Headquarters and Extension Offices	1 lot	Sixty (60) days from the issuance of the Notice to Proceed or from the date as indicated therein

I hereby certify to cor Notice to Proceed.	mply and deliver the above requirements immediately upon receipt of the
Company Name:	Authorized Representative
Signature: Printed Name: Date:	

# Section VII. Technical Specifications

# **Notes for Preparing the Technical Specifications**

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

# Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "or at least equivalent." References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

In case of Renewal of Regular and Recurring Services, the Procuring Entity must indicate here the technical requirements for the service provider, which must include the set criteria in the conduct of its performance evaluation.

# **TECHNICAL SPECIFICATIONS**

Item	SPECIFICATION					
I.	PERFORMANCE CRITERIA					
1.	The Service Provider shall maintain a satisfactory level of performance throughout					
	the contract period based on the following set of performance criteria:					
	a. Quality of service delivered					
	b. Time management					
	c. Management and suitability of personnel					
	d. Contract administration and management					
	e. Provision of regular progress report					
	f. Attentiveness and presence of mind					
	g. Compliance with SEC instructions and policies					
	The foregoing criteria shall be used to assess the quarterly level of performance of					
	the Service Provider and its janitorial personnel as basis for continuity of the					
	contract.					
II.	TECHNICAL EVALUATION PARAMETERS					
1.	Stability					
	a. Years of experience - At least 5 years in the janitorial business.					
	b. Liquidity of Contactor - With at least Net Working Capital of Five Million					
	Pesos (P5,000,000.00) (Current assets minus current liabilities based on					
	the Service Provider's statement of financial position as of December 31, 2023)					
	c. Organizational Set-up – with good and efficient office set-up, personnel, office					
	tools and equipment. The agency must submit a company profile, confirming					
	the foregoing requirements including an organizational chart.					
2.	Resources					
	a. Equipment and Supplies – minimum quantity, kinds of supplies and equipment.					
	<ul> <li>Equipment and Tools Requirement (see attached Annex A)</li> </ul>					
	<ul> <li>Supplies and Cleaning Materials (see attached Annex B)</li> </ul>					
	b. Manpower Requirements – location of deployment, designation and quantity					
	specified in the Terms of Reference.					
	• The Service Provider shall provide <b>One Hundred Thirty-Four</b> (134)					
	personnel to render eight (8) hours of duty daily for six (6) days					
	(Monday – Saturday) and Ten (10) personnel to render eight (8) hours					
	of duty daily for five (5) days (Monday – Friday) for a total of One					
	Hundred Forty-Four (144) personnel.					
4.	Housekeeping Plan					
	The plan must be tailored fit for the service requirements of the SEC. The Service					
	Provider shall state/ enumerate the specific methodology to be employed for the					
	execution of the Housekeeping Plan. The Housekeeping Plan should accordingly be					
	made part of the Service Provider's submission.					
5.	Other Factors					
	a. Proof of premium remittances for the whole year 2023 for the following					
	government agencies: SSS, PHIC and HDMF in the form of certification issued					
	by the said agencies.					

- b. Proof of payment of personnel benefits (such as 13th month pay, 5-day incentive) for the year 2023.
- c. Certificate of Satisfactory Performance from client agencies/offices.

### TECHNICAL SPECIFICATIONS

# I. LOCATION AND DESIGNATION OF PERSONNEL

The Service Provider shall provide One Hundred Thirty-Four (134) personnel to render eight (8) hours duty daily for six (6) days (Monday – Saturday) and Ten (10) personnel to render eight (8) hours duty daily for five (5) days (Monday – Friday) for a total of One Hundred Forty-Four (144) personnel as designated to the following locations:

Location	Designations	SEC	SHCC	Addt'l	Red'n	Qty
SEC Headquarters	Janitors	28	14	8	-	50
	Haulers CRMD	12	-	-	-	12
	Haulers ICTD	12	-	-	-	12
	Data Analyst ICTD	-	-	10	-	10
	Junior Electrician*	2	-	-	-	2
	Senior Electrician*	-	5	-	-	5
	Aircon Technician*	-	1	-	-	1
	Telephone Technician*	1	-	-	-	1
	Carpenter/Plumber*	2	2	-	-	4
	Driver (6 days/week)*	2	-	-	-	2
	Driver (5 days/week)*	10	-	-	-	10
	Auto-Mechanic*	-	-	1	-	1
	Gardener*	1	-	-	-	1
	Stock Custodian*	-	1	-	-	1
	Asst. Project Supervisor*	1	-	-	-	1
	Project Supervisor*	1	-	-	-	1
Legazpi Extension Office	Janitors	2	-	-	-	2
Baguio Extension Office	Janitors	2	-	-	-	2
Cagayan De Oro Extension Office	Janitors	2	-	1	-	3
Tarlac Extension Office	Janitors	1	-	-	-	1
Zamboanga Extension Office	Janitors	2	-	-	-	2
Cebu Extension Office	Janitors	4	-	-	-	4
	Haulers	2	-	-	-	2
	Electrician	1	-	-	1	-
	Carpenter/Plumber	1	-	-	-	1
Davao Extension Office	Janitors	3	-	-	-	3
Iloilo Extension Office	Janitors	3	-	-	-	3
	Electrician	1	-	-	-	1
	Carpenter/Plumber	1	-	-	-	1
Bacolod Extension Office	Janitors	2	-	-	-	2
Tacloban Extension Office	Janitor	-	-	1	-	1
Butuan Extension Office	Janitor	-	-	1	-	1
Koronadal Extension Office	Janitor	-	-	1	-	1
	Total	99	23	23	1	144

In an event that the Service Provider fails to provide the designated personnel during the contract duration, the SEC may change its requirements to add and/or reduce personnel not to exceed the approved contract price.

### II. SCOPE OF SERVICE

Under the direction and supervision of MSD Director or his/her duly authorized representative, the Service Provider agrees to perform the following services:

Project Supervisor/Assistant Project Supervisor

- Rove, monitor, and supervise all personnel in the SEC Headquarters and Extension Offices.
- monitor the performance of all personnel attendance and handle the consolidation of daily time cards in preparation for billings to SEC.

Janitors, Haulers, Gardener, Maintenance, Auto-Mechanic and Drivers

- Take charge of the routine maintenance, repair and upkeep of the existing facilities and equipment in various areas of the building and vehicles
- Maintain a register of all equipment showing repair and maintenance status
- Monitor and sturdy the utilization of the basic utilities
- Conduct regular inspection of electrical and mechanical equipment based on the Maintenance Program, recommend upgrading or improvements:
  - Routine check-up and inspection of pressure tanks and pumps, and motor condition
  - o Troubleshooting of motors and/or controllers when necessary
  - o Repair of busted pipes, and valves when necessary
  - o Maintenance of upkeep of plumbing work for various areas
- Render preventive maintenance services for the air-conditioning equipment system, where applicable:
  - o Monitoring of air temperature (supply and room)
  - Checking of any leaks (for water, oil and refrigerant), and assist or conduct basic immediate repair
  - o Inspection of ACCU for leaks, defective and worn-out parts, pipe insulations and immediate repair or replacement of the same
  - o Lubrication and inspection of motors and other moving parts.
  - o Retightening of control terminals
  - o Cleaning of control panels
  - Minor repainting and replacement of insulations to minimize corrosion and deterioration
  - o De-clogging and minor re-piping works on the condensate drain system
  - o Insulation testing (megger) of compressor and motor
- Conduct vehicle weekly inspection report of all SEC Vehicles
- Perform basic troubleshooting and assessment of SEC Vehicles
- Assist in preparation of documentation for vehicle repairs and recommend viable options.

- Assist in the selection of specialty trade contractors for technical works, including but not limited to carpentry, painting, waterproofing and ironworks
- Assist specialty service maintenance contractor outsourced to maintain other special equipment of the building outside this scope (i.e. elevators, transformers, genset, etc.)
- Attends and replaces all busted or defective lighting fixtures, plumbing and water systems
- Implementing plumbing, masonry, painting and carpentry works, where and when necessary
- Works in tandem with the housekeeping personnel to ensure cleanliness during and after PM or repair works
- Maintain the cleanliness and orderliness of the office premises in accordance with Minimum Routine Operation and the Housekeeping Plan to be submitted by the Service Provider during contract implementation, taking into account the following:
  - o protection of SEC properties from damage or destruction;
  - o preservation of confidentiality of SEC records; and
  - o proper collection and disposal of garbage

### **Minimum Routine Operation**

## A. Daily

Including but not limited to the following areas: (i) common office areas; (ii) conference rooms; (iii) hallways/corridors; (iv) stairways; (v) pantries; (vi) restrooms; and (vii) storage rooms and other areas within the SEC premises.

- 1. Report to each respective assigned area; sweep the floor and pick-up with the dustpan litters scattered around the SEC premises.
- 2. Scoop-off any sticky substance or dirt on the floor with putty knife and clean with damp cloth or rag.
- 3. Mop the floor with damp mop head. Finish cleaning with clean and dry mop head.
- 4. Wipe with damp cloth or rag all tables, chairs, computers, steel and wooden cabinets, electric fans, telephone instruments, refrigerators, air conditioning grilles and casing, and other office equipment. Finish cleaning with a clean and dry cloth or rag.
- 5. Empty waste baskets/receptacles. Clean same with liquid detergent and rinse off with water and let dry. Return waste baskets/receptacles to their respective places.
- 6. Wipe with damp cloth all window sills, window panes/glass, mirrors, roman shades, aluminum/stainless steel frame doors and stair railings.
- 7. Remove stain marks or dirt on walls, doors, and building posts with chemical removers or with cloth, soak in liquid detergent or cleanser. Finish cleaning with damp cloth or rag.
- 8. Wash with water the whole area of the comfort room, sweep and drain. Drain or remove water inside toilet bowl before pouring cleanser. Let it stay for a while, in the meantime, sprinkle cleanser on walls and floor tiles, water closet tank, lavatory and sink, and toilet bowl. Scrub inside of toilet bowl with brush or sponge with handle, then flush. Scrub with brush or sponge the whole area of the comfort room. Rinse off with water and dry and clean mop/cloth. Clean mirrors with damp newspaper or cloth and finish cleaning with dry cloth. Spray comfort room with air freshener
- 9. Sweep and clean driveways and parking lots
- 10. Perform basic maintenance such as cutting the grass, emptying bins, managing weed control and leaf raking

- 11. Maintain a clean garden by clearing rubbish and litter from the garden and grounds
- 12. Assists in the preparation of decorative plants during events
- 13. Attend to the needs of any meetings as may be required by each office/departments
- 14. Clean and disinfect high-touch surfaces (counters, tables, doorknobs, switches, handles, stair rails, elevator buttons, desks, keyboard, faucets, sinks, barriers, etc.)
- 15. Inspect and report any maintenance repairs immediately on the following scope:
  - Carpentry and Plumbing
  - Electrical
  - Telephone and Data
  - Vehicle Repairs
- 16. Assist in providing list of materials and its corresponding
- 17. Collating and editing transport schedules based on passengers' needs
- 18. Arriving at pick-up points prior to departure time.
- 19. Confirming that all passengers are present, and recording no-shows.
- 20. Ensuring adherence to passenger limit
- 21. Avoiding high-traffic and accident prone routes, where possible
- 22. Separating physical fights and calming verbal altercations, as needed
- 23. Recording and reporting of all major and minor vehicular accidents and incidents to the Transportation Head
- 24. Checking if passengers disembark at the correct destinations, and in a timely manner
- 25. Ensuring that the SEC Vehicle is fueled, well-maintained/in good and running condition, and presentable at all times
- 26. Observe all relevant traffic and safety laws
- B. **Weekly** general cleaning of all areas every Saturday
  - 1. Scrub and strip off sticking dirt, guns, and other similar substances, particularly those inner areas and corners. Wash clean with soap and water, then dry.
  - 2. High clean/sweep cobwebs off the ceiling and wipe light fixtures/diffuser and upper walls
  - 3. Remove dirt and wash clean with soap and water all window grilles and panes, stairways, balcony and walls
  - 4. Thoroughly clean all comfort rooms particularly the toilet bowls, lavatories and men's urinals. Apply disinfectant and deodorize all areas.
  - 5. Thoroughly clean office furniture and fixtures and other office equipment, taking extra care in moving the same to avoid damage.
  - 6. Apply floor wax on floors and polish shine
  - 7. Clean/wash garbage cans
  - 8. Clean all parts of the refrigerator
  - 9. Clean microwave oven/oven toasters
  - 10. Clean and disinfect high-touch surfaces, walls, and partitions
  - 11. Spray insecticide or apply rodenticides inside the SEC Extension Offices to eradicate rats, flies, mosquitoes, termites, white ants and other pests
  - 12. Maintain and grow the garden to ensure it meets specific requirement and expectations
  - 13. Plant and nurture new trees, flowers, and various plants
  - 14. Applies fertilizers, pesticides, and herbicides
  - 15. Plants and prunes shrubs, hedges and trees
  - 16. Participates in greenhouse cultivation and transplanting operations
  - 17. Assist with removal of water ponding from near garden locations
  - 18. Relocation of all indoor plants to outdoor gardens or in direct sunlight at the end of the week and returning them back at the start of the week
  - 19. Clean and disinfect SEC Service Vehicles

20. Maintain SEC Vehicles in good and running condition and submit a weekly maintenance report to the MSD - General Services Division C. **Monthly** Wipe/clean blinds Clean inside windows Clean door jambs, balusters, and handrails Vacuum and clean all upholstered furniture Miscellaneous services to be performed whenever required. D. as approved by the MSD Director or his/her duly authorized representative Provide logistical assistance during meetings and conferences 1. Haul/move office furniture, fixtures, and equipment 2. Messengerial services within the building and other errand works from time to time 3. Ensure availability of relievers and/or replacements at all times to ensure continuous and uninterrupted services in case of absence of the personnel regularly assigned to each department, office or area. Packing, moving and transferring of voluminous files and records of the SEC from the SEC Headquarters at Makati City to SEC Building at EDSA, Mandaluyong City and/or SEC Satellite Offices, vice versa, or within the building only General cleaning as the need arises or upon request for SEC Satellite Offices 6. 7. Other errands in SEC premises and other ad hoc locations.

### III. LIMITATION OF SCOPE

The scope of the services shall be limited to the discharge of function as described in the scope of work/services. Performance of tasks that may be assigned not essential, necessary or related to the above-mentioned designations, shall not be construed as an acceptance of accountability but a mere accommodation to the client. Any resulting loss or damage from such accommodation shall be the sole responsibility of the Client.

# IV. QUALIFICATION OF PERSONNEL

- A. Of good moral character; without criminal or police records (must present Biodata, Barangay, Police & NBI Clearance);
- B. Physically and mentally fit; as evidenced by a medical certificate (including drug test, neuro-psychological test, Hepa B, and Covid-19 RTPCR test)
- C. Duly trained and skilled to function as the assigned personnel; and
- D. At least One (1) personnel should have a background in landscaping

## V. CONTRACTUAL CONSIDERATION

For and in consideration of the above services. SEC shall during the term of the Contract, pay the Service Provider an amount equivalent to the salaries and benefits mandated by law, inclusive of administrative overhead and VAT, mandated by law on the basis of an **eight (8) hours a day work for six (6) days (Monday – Saturday)** and **eight (8) hours a day work for five (5) days (Monday – Friday)** in accordance with submitted and validated Cost Distribution Schedule. In the event that the minimum wage is increased or should an additional fringe benefits in favor of the personnel be promulgated either by law or decree or wage order subsequent to the execution of the

Contract, the new rate shall be adjusted to conform with the law and shall be subjected to a negotiation agreeable to both parties.

### VI. OVERTIME/EXTRA SERVICES

Services rendered within the contract price such as but not limited to, overtime services, extra services, and services rendered in the exigency of the service, and those made pursuant to the COVID-19 response and recovery intervention policy of SEC shall be charged against the contract, provided that the same shall not exceed the allocated Estimated Contingencies of the approved contract price. Furthermore, authorized drivers shall only be limited to render overtime work at a maximum of 5 hours / day.

# VII. REVIEW/AUDIT OF BILLS

The SEC shall be given 45 days to review/audit the Service Providers invoice, within which time SEC may contest the accuracy of the amount invoiced. In the absence of a written advice concerning discrepancies on the invoice after the review period, the invoice shall be deemed accurate and accepted. In ease of discrepancies in the invoice, the same shall be returned to the Service Provider for appropriate correction or revision in which case. SEC shall have 45 days from receipt of the corrected invoice within which to settle the same.

# VIII. BILLING REQUIREMENTS

The Service Provider shall support its billings with SEC approved daily time records (original/certified true copy) as proof of services rendered to the client. Should SEC subsequently require for other documents, the same shall be communicated either orally or in writing and shall not preclude the collection of any outstanding invoices prior to the delivery of the Client's request. Furthermore, overtime/extra services under Item VI.

### IX. AMOUNTS EARMARKED AND HELD IN TRUST

The Service Provider and the SEC understands that by virtue of Philippine Laws under DOLE Department Order No. 174 series 2017. The Service Provider shall act as principal on behalf of the SEC and any bill or any portion of it pertaining to amounts due to government, salaries and/or any amounts earmarked for the benefit of labor, are held in trust and therefore, shall not be diminished nor delayed. SEC shall be free from liability on such expenses, penalties, surcharges or damages arising from diminution or delay in the payment of said amounts, provided that such diminution or delay is not attributable to SEC's fault or negligence.

# X. SUPERVISION AND CONTROL

The Service Provider shall exercise discipline, supervision, control and administration over its personnel in accordance with law, ordinances and pertinent governmental rules and regulations as well as the rules and policies laid down by SEC on the matter. The

Service Provider is the direct employer of the personnel assigned to SEC. Parties acknowledge that employer-employee relationship exists between the SERVICE PROVIDER AND THE PERSONNEL.

### XI. REPLACEMENT OF PERSONNEL

The SEC may have personnel changed or replaced at any time whose work it finds or believes to be below standard, or whose conduct is unsatisfactory, or is prejudicial to its interest, as determined by SEC, with prior presentation to the SEC of the personnel Bio-Data; Medical certificate, Drug Test, Neuro-Psychiatric Results, Hepa B and Covid-19 RTPCR test; and Barangay, Police and NBI Clearances of the prospective personnel for SEC's concurrence and approval.

# XII. CONFIDENTIALITY CLAUSE

The Janitors provided by the SERVICE PROVIDER shall at all times maintain confidentiality of all documents and any information that they may have knowledge by virtue of their services to the CLIENT and not to disclose to any third party all confidential information received from or entrusted by the CLIENT. The Janitors shall be prohibited from using the confidential information or documents received or entrusted by the CLIENT for purposes other than compliance with its obligations as designated.

### XIII. GENERAL PROVISION

- A. The Service Provider shall assume responsibility and liability for all damages and losses which may occur within the SEC premises and vehicles, directly caused or arising as a result of any misconduct, negligence, fault, dishonesty or dereliction of duty of the personnel concerned, as maybe found by a joint and impartial investigation. Provided, that SEC shall advice or report orally or in writing to the Service Provider the same. The maximum liability of the Service Provider in case of loss or damage under this paragraph shall be for the replacement or reparation of the loss or damaged property or the corresponding amount of the loss or damaged property. SEC shall have no authority to automatically deduct its claim under this paragraph from the agreed fees due to the Service Provider or to withhold payment of same without the approval of the Service Provider. It is expressly understood, however, that the Service Provider shall not be liable for damages or losses due to fortuitous events or *force majeure*.
- B. SEC shall prescribe the time and schedule of duties of the Service Provider. The Service Providers personnel are prohibited to stay overnight at the SEC premises unless authorized by the MSD Director and his/her representative. The respective areas of assignment of the personnel shall be determined by the SEC, who may also prescribe additional duties to the personnel in the enforcement of regulations and instructions.

- C. The Service Provider shall maintain its good standing and remain a competent Janitorial Services Contractor, financially capable of acting as an independent contractor and shall obtain all necessary licenses, permits, and comply with all laws, ordinances and regulations required for all Janitorial Services agencies. If SEC has reason to believe that the Service Provider has failed to comply with a law or regulations regulating employment of labor. SEC may then notify the Service Provider accordingly and if the latter shall refuse or fail to present satisfactory proof to the contrary within thirty (30) days from receipt of such notice of the Client, the Client shall have the right to immediately terminate the Contract, the previous provision notwithstanding, and without prejudice to any action which the Client may institute for damages he has suffered thereby.
- D. SEC shall not be responsible for any accident, mishap or injury of any kind or nature that may be sustained by any of the personnel of the Service Provider while performing their respective duties at the Client's premises during their tour of duty, including death resulting therefrom, it being understood that the personnel heir's claims in connection with his employment shall be borne by and the sole liability of the Service Provider.
- E. The Service Provider shall agree to subject its personnel assigned to SEC to security check by authorized security men when coming in and leaving the premises. Further, the Service Provider shall periodically check the personnel in the performance of their duties and responsibilities in coordination with the Client, to ensure they properly discharged their duties and responsibilities and are not committing any act(s) prejudicial against the interest of the Client.
- F. No modification shall be made to the Contract between the parties, except in writing, signed by the SEC and the Service Provider.
- G. The Service Provider shall not assign, transfer, pledge or make other dispositions of this Contract or any part thereof, except with the prior written consent of the Client.
- H. In case of litigation arising from or in connection with the Contract, venue of action shall be in the Regional Trial Court of Makati City and the amount equivalent to 25% of the amount claimed shall be due and demandable as Attorney's fee.

I hereby certify that our compliance to the foregoing technical specifications, otherwise, if found to be false either during bid evaluation or post-qualifications, the same shall give rise to automatic disqualification of our bid.

<b>AUTHORIZED R</b>	EPRES	ENTATIVE
Signature	:	
Company Name	:	
Printed Name	:	
Position	:	
Date	:	

	EQUIPMENT AND TOOLS Delivery Schedule: Upon Contract Implementation			
Iten	n No.	Description of Item	Quantit	Unit
Λ (	SEC 1	Head Office	y	
A. 1	1	Heavy Duty Floor Polisher	17	units
	2	Heavy Duty Floor Polisher 27" Hi-Speed	2	units
	3	Heavy Duty Walk Behind Carpet Extractor	2	units
	4	Heavy Duty Vacuum Cleaner	15	units
	5	Mop Wringer/Squeezer	19	units
	6	Heavy Duty Glass Squeegee	19	sets
	7	Spatula	17	units
	8	Multi-purpose lubricant	10	units
	9	Garden Hose 100 meters w/ Nozzle and Fittings	1	set
	10	Stackable Chairs (Black; Foam and Fabric)	200	pieces
	11	Folding Table for Training, 6' x 2'	50	pieces
В.		- Legazpi Extension Office		ricos
	1	Heavy Duty Floor Polisher	1	unit
	2	Heavy Duty Vacuum Cleaner	1	unit
	3	Mop Wringer/ Squeezer	1	unit
	4	Heavy Duty Glass Squeegee	1	sets
	5	Heavy Duty Push Cart	1	units
	6	Floor Warning Sign	1	units
	7	Spatula	1	unit
<b>C.</b> 3	SEC -	- Baguio Extension Office		
	1	Heavy Duty Floor Polisher	1	unit
	2	Heavy Duty Vacuum Cleaner	1	unit
	3	Mop Wringer/ Squeezer	1	Unit
	4	Heavy Duty Glass Squeegee	1	set
	5	Heavy Duty Push Cart	1	units
	6	Floor Warning Sign	1	units
	7	Spatula	1	unit
	8	Power Drill	1	unit
	9	Standard Sized Screwdrivers (Phillips and Flat-Head)	2	units
	10	Precision Screwdriver Set	1	unit
<b>D.</b> 3	SEC -	- Cagayan De Oro Extension Office	•	
	1	Heavy Duty Floor Polisher	1	unit
	2	Heavy Duty Vacuum Cleaner	1	unit
	3	Mop Wringer/ Squeezer	1	unit
	4	Heavy Duty Glass Squeegee	1	sets
	5	Heavy Duty Push Cart	1	units
	6	Floor Warning Sign	1	units
	7	Spatula	1	unit
	8	Garden Hose 100 meters w/ Nozzle and Fittings	1	set

E. SEC	– Tarlac Extension Office		
1	Heavy Duty Vacuum Cleaner	1	unit
2	Mop Wringer/ Squeezer	1	unit
3	Heavy Duty Glass Squeegee	1	sets
4	Spatula	1	unit
F. SEC	– Zamboanga Extension Office	L	
1	Heavy Duty Floor Polisher	1	unit
2	Heavy Duty Vacuum Cleaner	1	unit
3	Mop Wringer/ Squeezer	1	unit
4	Heavy Duty Glass Squeegee	1	sets
5	Heavy Duty Push Cart	1	units
6	Floor Warning Sign	1	units
7	Spatula	1	unit
G. SEC	– Cebu Extension Office		
1	Heavy Duty Floor Polisher	2	units
2	Heavy Duty Vacuum Cleaner	2	unit
3	Mop Wringer/Squeezer	2	units
4	Heavy Duty Glass Squeegee	4	sets
5	Heavy Duty Push Cart	1	units
6	Floor Warning Sign	2	units
7	Spatula	4	units
8	Multi-purpose lubricant	2	units
9	Garden Hose 100 meters w/ Nozzle and Fittings	1	set
10	Screw Drivers	1	set
11	Pipe Wrench	1	set
12	Hammer	1	unit
13	Pliers with long nose	1	set
14	Cordless Hand Drill	1	set
15	Industrial Measuring Tape (10m)	1	unit
H. SEC	– Davao Extension Office		
1	Heavy Duty Floor Polisher	1	units
2	Heavy Duty Vacuum Cleaner	1	unit
3	Mop Wringer/Squeezer	6	units
4	Heavy Duty Glass Squeegee	3	sets
5	Heavy Duty Push Cart	1	units
6	Floor Warning Sign	2	units
7	Spatula	3	units
	- Iloilo Extension Office	1	
1	Heavy Duty Floor Polisher	2	units
2	Heavy Duty Vacuum Cleaner	1	unit
3	Mop Wringer/Squeezer	2	units
4	Heavy Duty Glass Squeegee	3	sets
5	Heavy Duty Push Cart	1	units
6	Floor Warning Sign	2	units
7	Spatula	3	units

8	Multi-purpose lubricant	2	units	
9	Garden Hose 100 meters w/ Nozzle and Fittings	1	set	
10	Tube Cutter	1	unit	
11	Wrench	1	unit	
12	Pipe Wrench	1	unit	
13	Pole Grip	1	unit	
14	Hack Saw	1	unit	
15	Pliers #8	2	unit	
16	Torch	1	unit	
17	Close Wrench #22	1	unit	
18	Close Wrench #17	1	unit	
19	Screw Driver	1	unit	
20	Clamp Meter	1	unit	
21	Multi Tester	1	unit	
22	Side Cutter Plier #8	1	unit	
23	Long Nose Plier #8	1	unit	
24	Safety Shoes	1	unit	
25	Safety Gloves	1	unit	
26	Electrician's Knife	1	unit	
27	Wire Stripper #8	1	unit	
J. SEC	- Bacolod Extension Office			
1	Heavy Duty Floor Polisher	1	units	
2	Heavy Duty Vacuum Cleaner	1	unit	
3	Mop Wringer/Squeezer	2	units	
4	Heavy Duty Glass Squeegee	2	sets	
5	Heavy Duty Push Cart	1	units	
6	Floor Warning Sign	2	units	
7	Spatula	2	units	
K. SEC	- Tacloban Extension Office			
1	Heavy Duty Vacuum Cleaner	1	unit	
2	Mop Wringer/ Squeezer	1	unit	
3	Heavy Duty Glass Squeegee	1	sets	
4	Spatula	1	unit	
L. SEC	- Butuan Extension Office			
1	Heavy Duty Vacuum Cleaner	1	unit	
2	Mop Wringer/ Squeezer	1	unit	
3	Heavy Duty Glass Squeegee	1	sets	
4	Spatula	1	unit	
M. SEC	M. SEC – Koronadal Extension Office			
1	Heavy Duty Vacuum Cleaner	1	unit	
2	Mop Wringer/ Squeezer	1	unit	
3	Heavy Duty Glass Squeegee	1	sets	
4	Spatula	1	unit	

**Note:** Heavy Duty Floor Polisher and Heavy Duty Vacuum Cleaner is computed with a 3-year depreciation (Unit Cost = Proposed Price/3)

## ANNEX "B"

Técres NT -	CLEANING MATERIALS AND SUPPLIES	O	T T 24
Item No.	Description of Item	Quantity	Unit
	Headquarters	7.	47
-	Monthly (1st month – upon contract implementation; st	acceeding n	nonths –
	week of the month)	20	•
1	Scented Gel Air Freshener (Premium/top quality)	30	pieces
2	Carpet Shampoo (Premium/top quality)	5	gallon
3	Cleaning/Disinfectant	15	gallon
4	Pranela	60	yard
5	Furniture Polish (Premium/top quality)	15	can
6	Hand Brush	10	pieces
7	Liquid Hand Soap (Premium/top quality)	15	gallon
8	Metal Polish	2	can
9	Mop Handle	20	pieces
10	Mop Head	45	pieces
11	Scrubbing Pad "16	15	pieces
12	Complete Wax (Premium/top quality)	10	gallon
13	Wax Stripper (Premium/top quality)	5	gallon
14	Powder Soap	60	kgs
15	Round Rags	15	kgs
16	Scouring Pad	50	pieces
17	Glass Cleaner	5	gallon
18	Soft Broom	25	pieces
19	Toilet & Urinal Bowl Cleaner (premium/top quality)	20	gallon
20	Trash Bag Medium	1200	pieces
21	Trash Bag XXL	2000	pieces
22	Polishing Pad 16" Black and Red	20	pieces
23	Polishing Pad 27" Black and Red	4	pieces
24	Disinfectant Spray type	40	can
25	Insecticide Spray type	30	can
26	Liquid Dish Washing	45	bottles
27	Toilet Paper Towel	1000	pack
28	Snapback Wax 3M	6	gallon
20	Urinal Screen Gel Wave Anti Splash and Bacterial with		
29	Scents and Toilet Deodorizer	58	pieces
30	Carpet Bonnet	6	pieces
31	View Quick Floor Cleaner	10	gallon
32	All Purpose Cleaner	6	gallon
33	3M stainless Steel Polish	10	pieces
34	Rubber Gloves Large (Blue)	20	pieces
35	Flavored Toilet Deodorant Cake	84	pieces
36	Zonrox	20	gallon
37	Jumbo Tissue Roll	30	rolls
	Quarterly (1st week of each quarter)		10115

Dust Pan
3   Terranova Marble Wax (premium/top quality)   1   gallor
4 Stick Broom         20 pcs           Delivery: Annually (upon contract implementation)           1 Pail         30 pcs           2 Dipper         30 pcs           3 Waste Basket Small (per cubicle)         30 pcs           4 Toilet Brush         15 pcs           B. SEC - Legazpi Extension Office         Delivery: Semi-Annual (1st delivery - upon contract implementation; 2nd delivery after 6 months)           1 Mop Handle         6 pcs           2 Mop Head         6 pcs           3 Polishing Pad         3 pcs           4 Scouring Pad         6 pcs           5 Steel Wool         2 reams           6 Trash Bag, XXL         200 pcs           7 Trash Bag, Medium         200 pcs           8 Dust pan         6 pcs           9 Toilet Brush         6 pcs           10 Toilet pump         2 pcs           11 Pail         2 pcs           12 Rugs         6 kgs           13 Soft Broom         6 pcs
Delivery: Annually (upon contract implementation)           1         Pail         30         pcs           2         Dipper         30         pcs           3         Waste Basket Small (per cubicle)         30         pcs           4         Toilet Brush         15         pcs           B. SEC - Legazpi Extension Office           Delivery: Semi-Annual (1st delivery - upon contract implementation; 2nd delivery after 6 months)           1         Mop Handle         6         pcs           2         Mop Head         6         pcs           3         Polishing Pad         3         pcs           4         Scouring Pad         6         pcs           5         Steel Wool         2         reams           6         Trash Bag, XXL         200         pcs           7         Trash Bag, Medium         200         pcs           8         Dust pan         6         pcs           9         Toilet Brush         6         pcs           10         Toilet pump         2         pcs           11         Pail         2         pcs           12         Rugs         6         kgs
Pail   Pail   30   pcs
2       Dipper       30       pcs         3       Waste Basket Small (per cubicle)       30       pcs         4       Toilet Brush       15       pcs         B. SEC – Legazpi Extension Office         Delivery: Semi-Annual (1st delivery – upon contract implementation; 2nd delivery after 6 months)         1       Mop Handle       6       pcs         2       Mop Head       6       pcs         3       Polishing Pad       3       pcs         4       Scouring Pad       6       pcs         5       Steel Wool       2       reams         6       Trash Bag, XXL       200       pcs         7       Trash Bag, Medium       200       pcs         8       Dust pan       6       pcs         9       Toilet Brush       6       pcs         10       Toilet pump       2       pcs         11       Pail       2       pcs         12       Rugs       6       kgs         13       Soft Broom       6       pcs
3         Waste Basket Small (per cubicle)         30         pcs           4         Toilet Brush         15         pcs           B. SEC – Legazpi Extension Office           Delivery: Semi-Annual (1st delivery – upon contract implementation; 2nd delivery after 6 months)           1         Mop Handle         6         pcs           2         Mop Head         6         pcs           3         Polishing Pad         3         pcs           4         Scouring Pad         6         pcs           5         Steel Wool         2         reams           6         Trash Bag, XXL         200         pcs           7         Trash Bag, Medium         200         pcs           8         Dust pan         6         pcs           9         Toilet Brush         6         pcs           10         Toilet pump         2         pcs           11         Pail         2         pcs           12         Rugs         6         kgs           13         Soft Broom         6         pcs
Toilet Brush   15   pcs
B. SEC – Legazpi Extension Office           Delivery: Semi-Annual (1st delivery – upon contract implementation; 2nd delivery after 6 months)           1         Mop Handle         6         pcs           2         Mop Head         6         pcs           3         Polishing Pad         3         pcs           4         Scouring Pad         6         pcs           5         Steel Wool         2         reams           6         Trash Bag, XXL         200         pcs           7         Trash Bag, Medium         200         pcs           8         Dust pan         6         pcs           9         Toilet Brush         6         pcs           10         Toilet pump         2         pcs           11         Pail         2         pcs           12         Rugs         6         kgs           13         Soft Broom         6         pcs
Delivery: Semi-Annual (1st delivery – upon contract implementation; 2nd delivery after 6 months)           1         Mop Handle         6         pcs           2         Mop Head         6         pcs           3         Polishing Pad         3         pcs           4         Scouring Pad         6         pcs           5         Steel Wool         2         reams           6         Trash Bag, XXL         200         pcs           7         Trash Bag, Medium         200         pcs           8         Dust pan         6         pcs           9         Toilet Brush         6         pcs           10         Toilet pump         2         pcs           11         Pail         2         pcs           12         Rugs         6         kgs           13         Soft Broom         6         pcs
after 6 months)           1         Mop Handle         6         pcs           2         Mop Head         6         pcs           3         Polishing Pad         3         pcs           4         Scouring Pad         6         pcs           5         Steel Wool         2         reams           6         Trash Bag, XXL         200         pcs           7         Trash Bag, Medium         200         pcs           8         Dust pan         6         pcs           9         Toilet Brush         6         pcs           10         Toilet pump         2         pcs           11         Pail         2         pcs           12         Rugs         6         kgs           13         Soft Broom         6         pcs
1       Mop Handle       6       pcs         2       Mop Head       6       pcs         3       Polishing Pad       3       pcs         4       Scouring Pad       6       pcs         5       Steel Wool       2       reams         6       Trash Bag, XXL       200       pcs         7       Trash Bag, Medium       200       pcs         8       Dust pan       6       pcs         9       Toilet Brush       6       pcs         10       Toilet pump       2       pcs         11       Pail       2       pcs         12       Rugs       6       kgs         13       Soft Broom       6       pcs
2 Mop Head       6       pcs         3 Polishing Pad       3       pcs         4 Scouring Pad       6       pcs         5 Steel Wool       2       reams         6 Trash Bag, XXL       200       pcs         7 Trash Bag, Medium       200       pcs         8 Dust pan       6       pcs         9 Toilet Brush       6       pcs         10 Toilet pump       2       pcs         11 Pail       2       pcs         12 Rugs       6       kgs         13 Soft Broom       6       pcs
3       Polishing Pad       3       pcs         4       Scouring Pad       6       pcs         5       Steel Wool       2       reams         6       Trash Bag, XXL       200       pcs         7       Trash Bag, Medium       200       pcs         8       Dust pan       6       pcs         9       Toilet Brush       6       pcs         10       Toilet pump       2       pcs         11       Pail       2       pcs         12       Rugs       6       kgs         13       Soft Broom       6       pcs
4       Scouring Pad       6       pcs         5       Steel Wool       2       reams         6       Trash Bag, XXL       200       pcs         7       Trash Bag, Medium       200       pcs         8       Dust pan       6       pcs         9       Toilet Brush       6       pcs         10       Toilet pump       2       pcs         11       Pail       2       pcs         12       Rugs       6       kgs         13       Soft Broom       6       pcs
5       Steel Wool       2       reams         6       Trash Bag, XXL       200       pcs         7       Trash Bag, Medium       200       pcs         8       Dust pan       6       pcs         9       Toilet Brush       6       pcs         10       Toilet pump       2       pcs         11       Pail       2       pcs         12       Rugs       6       kgs         13       Soft Broom       6       pcs
6       Trash Bag, XXL       200       pcs         7       Trash Bag, Medium       200       pcs         8       Dust pan       6       pcs         9       Toilet Brush       6       pcs         10       Toilet pump       2       pcs         11       Pail       2       pcs         12       Rugs       6       kgs         13       Soft Broom       6       pcs
7 Trash Bag, Medium       200 pcs         8 Dust pan       6 pcs         9 Toilet Brush       6 pcs         10 Toilet pump       2 pcs         11 Pail       2 pcs         12 Rugs       6 kgs         13 Soft Broom       6 pcs
8 Dust pan         6         pcs           9 Toilet Brush         6         pcs           10 Toilet pump         2         pcs           11 Pail         2         pcs           12 Rugs         6         kgs           13 Soft Broom         6         pcs
9 Toilet Brush       6       pcs         10 Toilet pump       2       pcs         11 Pail       2       pcs         12 Rugs       6       kgs         13 Soft Broom       6       pcs
10       Toilet pump       2       pcs         11       Pail       2       pcs         12       Rugs       6       kgs         13       Soft Broom       6       pcs
11 Pail       2 pcs         12 Rugs       6 kgs         13 Soft Broom       6 pcs
12 Rugs         6 kgs           13 Soft Broom         6 pcs
13 Soft Broom 6 pcs
1
14   Wiper   1   pc
15 Hand Brush 2 pcs
16 Wax (premium/top quality) 1 gal
17 Detergents 10 bars
18 Air Freshener (Premium/top quality) 3 gals
19 Cleaning /Disinfectant 10 gals
20 Deodorant Cake 50 pcs
21 Liquid Hand Soap (Premium/Top Quality) 3 gals
22 Push Brush 1 pc
23 Scrubbing Pad 16" black 1 pc
24 Pranela 10 yards
C. SEC – Baguio Extension Office
Delivery: Semi-Annual (1st delivery – upon contract implementation; 2nd delivery
after 6 months)
1 Mop Handle 6 pcs
2 Mop Head 6 pcs
3 Polishing Pad 3 pcs
4 Scouring Pad 6 pcs
5 Steel Wool 2 reams
6 Trash Bag, XXL 200 pcs

7	Trech Dog Medium	200	***
8	Trash Bag, Medium	6	pcs
9	Dust pan Toilet Brush	6	pcs
10			pcs
11	Toilet pump Pail	2 2	pcs
12		6	pcs
13	Rugs Soft Broom	6	kgs
13		1	pcs
15	Wiper Hand Brush	2	pc
16		1	pcs
17	Wax (premium/top quality)	10	gal
18	Detergents  Air Frash and (Promises /top quality)	3	bars
	Air Freshener (Premium/top quality)	10	gals
19	Cleaning /Disinfectant Deodorant Cake		gals
20		50	pcs
21	Liquid Hand Soap (Premium/top quality) Push Brush	3	gals
22		1	pc
23	Scrubbing Pad 16" black	10	pc
24 D. SEC	Pranela  Company De One Frateurieu Office	10	yards
	- Cagayan De Oro Extension Office	2nd 1	.1.
-	Semi-Annual (1st delivery – upon contract implementary	tion; 2 <sup>nd</sup> de	elivery –
after 6 m		-	
1	Mop Handle	6	pcs
2	Mop Head	6	pcs
3	Polishing Pad	4	pcs
4	Scouring Pad	15	pcs
5	Steel Wool	5	reams
6	Trash Bag, XXL	300	pcs
7 8	Trash Bag, Medium	300	pcs
	Dust pan	6	pcs
9	Toilet Brush	6	pcs
10	Toilet pump	2	pcs
11	Pail	6	pcs
12	Rugs Soft Proom	15	kgs
13	Soft Broom Winer	10	pcs
14	Wiper Hand Brush	2	pc
16	Wax (premium/top quality)	1	pcs
17		10	gals bars
18	Detergents Air Freshener (Premium/top quality)	3	
19		15	gals
20	Cleaning /Disinfectant Deodorant Cake	50	gals
		50	pcs
21	Liquid Hand Soap (Premium/top quality)  Push Brush		gals
22		2	pcs
23	Scrubbing Pad 16" black	10	pc
24	Pranela	10	yards

25	Window Glass Cleaner	1	gal
26	Toilet and Bowl Cleaner (premium/top quality)	10	gals
27	Equipment polish	2	cans
28	Furniture Polish	2	cans
29	Soap, Powder	5	kgs
30	Alcohol	10	gals
31	Disinfectant Spray (ex. Lysol)	10	gals
32	Stick broom	2	pcs
E. SEC	- Tarlac Extension Office		
<b>Delivery:</b>	Semi-Annual (1st delivery – upon contract implementat	ion; 2nd d	elivery –
after 6 m	onths)		
1	Mop Handle	2	pcs
2	Mop Head	2	pcs
3	Scouring Pad	6	pcs
4	Steel Wool	2	reams
5	Trash Bag,XXL	50	pcs
6	Trash Bag, Medium	50	pcs
7	Dust Pan	1	pc
8	Toilet Brush	1	pc
9	Pail	1	pc
10	Rugs	2	kgs
11	Soft Broom	2	pcs
12	Wiper	1	pc
13	Hand Brush	2	pcs
14	Detergents	4	bars
15	Air Freshener (Premium/top quality)	1	gal
16	Cleaning/Disinfectant	5	gal
17	Deodorant Cake	20	pcs
18	Liquid Hand Soap	3	gals
19	Pranela	5	yards
F. SEC	- Zamboanga Extension Office		
<b>Delivery:</b>	Semi-Annual (1st delivery – upon contract implementation	tion; 2 <sup>nd</sup> de	elivery –
after 6 m	onths)		
1	Mop Handle	6	pcs
2	Mop Head	6	pcs
3	Polishing Pad	3	pcs
4	Scouring Pad	6	pcs
5	Steel Wool	2	reams
6	Trash Bag, XXL	200	pcs
7	Trash Bag, Medium	200	pcs
8	Dust pan	6	pcs
9	Toilet Brush	6	pcs
10	Toilet pump	2	pcs
11	Pail	2	pcs
12	Rugs	6	kgs
12	Rugo	U	K55

13	Soft Broom	6	pcs
14	Wiper	1	pc
15	Hand Brush	2	pcs
16	Wax (premium/top quality)	1	gals
17	Detergents	10	bars
18	Air Freshener (Premium/top quality)	3	gals
19	Cleaning /Disinfectant	10	gals
20	Deodorant Cake	50	pcs
21	Liquid Hand Soap (Premium/top quality)	3	gals
22	Push Brush	1	pc
23	Scrubbing Pad 16" black	1	pc
24	Pranela	10	yards
G. SEC	- Cebu Extension Office		
	Semi-Annual (1st delivery – upon contract implementat	ion; 2nd d	elivery –
after 6 m	onths)		
1	Mop Handle	8	pcs
2	Mop Head	8	pcs
3	Trash Bag , XXL	500	pcs
4	Trash Bag, Medium	500	pcs
5	Dust Pan	6	pcs
6	Window Glass Cleaner	1	gal
7	Rugs	100	kgs
8	Soft broom	12	pcs
9	Stick broom	2	pcs
10	Pranella	25	yards
11	Spray Gun	7	pcs
12	Cleanser, Powder	5	kgs
13	Soap, Powder	10	kgs
14	Furniture Polish	2	cans
15	Metal Polish	2	cans
16	Equipment polish	2	cans
17	Air Freshener (Premium/top quality)	3	gals
18	Toilet and Bowl Cleaner (premium/top quality)	12	gals
19	Cleaning / Disinfectant	20	gals
20	Liquid Hand Soap (Premium/Top Quality)	6	gals
21	Waste Basket 26L	2	pcs
22	Dishwashing Liquid	6	gals
23	Dishwashing foam	30	pcs
24	Alcohol	10	gals
H. SEC	– Davao Extension Office	•	-
<b>Delivery:</b>	Semi-Annual (1st delivery – upon contract implementat	ion; 2nd d	elivery –
after 6 months)			
1	Mop Handle	3	pcs
2	Mop Head	9	pcs
3	Steel Wool	2	reams
L	L	i .	L

4	T I D VVI	000	I
4	Trash Bag, XXL	800	pcs
5	Trash Bag, Medium	600	pcs
6	Dust Pan	6	pcs
7	Window Glass Cleaner	1	pcs
8	Scrubbing Pad, 16" black	3	pcs
9	Toilet Brush	3	pcs
10	Toilet Pump	3	pcs
11	Pail	3	pcs
12	Rugs	25	kgs
13	Soft Broom	12	pcs
14	Wiper	1	pc
15	Pranella	25	pcs
16	Hand Brush	10	pcs
17	Push Brush	3	pcs
18	Spray Gun	2	pcs
19	Cleanser, Powder	20	kgs
20	Soap, Powder	20	kgs
21	Detergents	5	bars
22	Furniture Polish	1	can
23	Metal Polish	1	can
24	Air Freshener (Premium/top quality)	3	gals
25	Toilet and Bowl Cleaner (premium/top quality)	12	gals
26	Cleaning/Disinfectant	30	gals
27	Deodorant Cake	100	pcs
28	Liquid Hand Soap (Premium/top quality)	6	gals
29	Dishwashing Liquid	6	gals
30	Sponge (for dishwashing)	30	pc
31	Sando Bag, L	250	pc
32	Sando Bag, XL	250	pc
33	Door/Floor Mat	10	pc
34	Alcohol	10	gals
35	Disinfectant Spray (ex. Lysol)	10	gals
I. SEC	– Iloilo Extension Office		
Delivery:	Semi-Annual (1st delivery – upon contract implementat	ion; 2nd d	eliv <del>ery</del> –
after 6 m	<u>, , , , , , , , , , , , , , , , , , , </u>	1	
1	Mop Handle	8	pcs
2	Mop Head	8	pcs
3	Polishing Pad	6	pcs
4	Scouring Pad	25	pcs
5	Steel Wool	10	reams
6	Trash Bag , XXL	500	pcs
7	Trash Bag, Medium	500	pcs
8	Dust Pan	6	pcs
9	Window Glass Cleaner	1	pcs
10	Scrubbing Pad, 16" black	2	pcs
	· · · · · · · · · · · · · · · · · · ·	<u> </u>	r · ~

11	Toilet Brush	3	pcs
12	Toilet Pump	4	pcs
13	Pail	6	pcs
14	Rugs	25	kgs
15	Soft Broom	12	
16	Pranella	25	pcs
17	Hand Brush	6	pcs
18	Push Brush	3	pcs
19	Spray Gun	3	pcs
20	Cleanser, Powder	3	pcs kgs
21	Soap, Powder	5	kgs
			kgs
22 23	Detergents Furniture Polish	10	bars
	Metal Polish	2 2	cans
24		2	cans
25	Equipment Polish		cans
26	Air Freshener (Premium/top quality)	2	gals
27	Toilet and Bowl Cleaner (Premium/top quality)	12	gals
28	Cleaning/Disinfectant	20	gals
29	Wax, Teranova (Premium/top quality)	1	gal
30	Complete wax (Premium/top quality)	3	gals
31	Wax Sealer	3	gals
32	Deodorant Cake	50	pcs
33	Liquid Hand Soap (Premium/Top Quality)	6	gals
34	Stick broom	2	pcs
35	Waste Basket 26L	2	pcs
	- Bacolod Extension Office		
-	: Semi-Annual (1st delivery – upon contract implementat	tion; 2nd d	elivery –
after 6 m	,		
1	Mop Handle	2	pcs
2	Mop Head	2	pcs
3	Scouring Pad	6	pcs
4	Steel Wool	3	reams
5	Trash Bag, XXL	50	pcs
6	Trash Bag, Medium	50	pcs
7	Dust Pan	1	pc
8	Toilet Brush	1	pc
9	Pail	1	pc
10	Rugs	2	kgs
11	Soft Broom	2	pcs
12	Wiper	1	pc
13	Hand Brush	2	pcs
14	Detergents	4	bars
15	Air Freshener (Premium/top quality)	1	gal
16	Cleaning/Disinfectant	10	gal
17	Deodorant Cake	50	pcs

1.0	T 1 1 1 T 1 O		,
18	Liquid Hand Soap	3	gals
19	Pranella	10	yards
20	Stick broom	1	pc
	EC – Tacloban Extension Office		
_	Semi-Annual (1st delivery – upon contract implementat	ion; 2nd d	elivery –
after 6 m	<u>, , , , , , , , , , , , , , , , , , , </u>		
1	Mop Handle	2	pcs
2	Mop Head	2	pcs
3	Scouring Pad	6	pcs
4	Steel Wool	2	reams
5	Trash Bag,XXL	50	pcs
6	Trash Bag, Medium	50	pcs
7	Dust Pan	1	pc
8	Toilet Brush	1	pc
9	Pail	1	pc
10	Rugs	2	kgs
11	Soft Broom	2	pcs
12	Wiper	1	pc
13	Hand Brush	2	pcs
14	Detergents	4	bars
15	Air Freshener (Premium/top quality)	1	gal
16	Cleaning/Disinfectant	5	gal
17	Deodorant Cake	20	pcs
18	Liquid Hand Soap	3	gals
19	Pranela	5	yards
L. SEC	– Butuan Extension Office		
<b>Delivery:</b>	Semi-Annual (1st delivery – upon contract implementat	ion; 2nd d	elivery –
after 6 m	· · · · · · · · · · · · · · · · · · ·	ŕ	·
1	Mop Handle	2	pcs
2	Mop Head	2	pcs
3	Scouring Pad	6	pcs
4	Steel Wool	2	reams
5	Trash Bag,XXL	50	pcs
6	Trash Bag, Medium	50	pcs
7	Dust Pan	1	pc
8	Toilet Brush	1	pc
9	Pail	1	pc
10	Rugs	2	kgs
11	Soft Broom	2	pcs
12	Wiper	1	рс
13	Hand Brush	2	pcs
14	Detergents	4	bars
15	Air Freshener (Premium/top quality)	1	gal
16	Cleaning/Disinfectant	5	gal
17	Deodorant Cake	20	pcs
1 /	Doodorum Cunc	20	Pes

18	Liquid Hand Soap	3	gals	
19	Pranela	5	yards	
M. SEC – Koronadal Extension Office				
Delivery: Semi-Annual (1st delivery – upon contract implementation; 2nd delivery –				
after 6 months)				
1	Mop Handle	2	pcs	
2	Mop Head	2	pcs	
3	Scouring Pad	6	pcs	
4	Steel Wool	2	reams	
5	Trash Bag,XXL	50	pcs	
6	Trash Bag, Medium	50	pcs	
7	Dust Pan	1	pc	
8	Toilet Brush	1	pc	
9	Pail	1	pc	
10	Rugs	2	kgs	
11	Soft Broom	2	pcs	
12	Wiper	1	pc	
13	Hand Brush	2	pcs	
14	Detergents	4	bars	
15	Air Freshener (Premium/top quality)	1	gal	
16	Cleaning/Disinfectant	5	gal	
17	Deodorant Cake	20	pcs	
18	Liquid Hand Soap	3	gals	
19	Pranela	5	yards	

#### Note:

All cleaning materials and supplies shall conform with the SEC's Sustainability Program, Philippine Center for Environmental Protection and Sustainable Development, Inc. (PCEPSDI) and its National Eco labeling Program - Green Choice Philippines (NELP - GCP) and must HAVE THE GCP Seal.

# Section VIII. Checklist of Technical and Financial Documents

## **Notes on the Checklist of Technical and Financial Documents**

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary "pass/fail" criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Note: For editable copies of the documents below, you may download the files from the following link: https://www.sec.gov.ph/procurement/prescribed-templates/#gsc.tab=0

## **Checklist of Technical and Financial Documents**

#### I. TECHNICAL COMPONENT ENVELOPE

### Class "A" Documents Legal Documents Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) (a) in accordance with Section 8.5.2 of the IRR; **Technical Documents** Statement of the prospective bidder of all its ongoing government and private (b) contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and Statement of the bidder's Single Largest Completed Contract (SLCC) similar (c) 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 Original copy of Bid Security. If in the form of a Surety Bond, submit also a (d)certification issued by the Insurance Commission or Original copy of Notarized Bid Securing Declaration; and Conformity with the Technical Specifications, which may include (e) production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable; and $\Box$ (f) Original duly signed Omnibus Sworn Statement (OSS) and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder. Financial Documents The prospective bidder's computation of Net Financial Contracting Capacity (g)(NFCC) or A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation. Class "B" Documents If applicable, a duly signed joint venture agreement (JVA) in case the joint (h) venture is already in existence or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful. II. FINANCIAL COMPONENT ENVELOPE Original of duly signed and accomplished Financial Bid Form; and (i) (i)Original of duly signed and accomplished Price Schedule(s). Other documentary requirements under RA No. 9184 (as applicable) [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.  Certification from the DTI if the Bidder claims preference as a I Bidder or Domestic Entity.	Domestic
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