



**Republic of the Philippines
Sandiganbayan
Quezon City**

PHILIPPINE BIDDING DOCUMENTS
Procurement of Goods

One (1) LOT
Provision of Janitorial Services for the Sandiganbayan
Centennial Building, Quezon City
and Sandiganbayan Courthouse & Living Quarters,
Baguio City for One (1) Year (2023-2024)
(Reference No. SB-BID10-2023)

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.



Republic of the Philippines
Sandiganbayan
Quezon City

INVITATION TO BID

ONE (1) LOT
PROVISION OF JANITORIAL SERVICES FOR THE
SANDIGANBAYAN CENTENNIAL BUILDING, QUEZON CITY
AND SANDIGANBAYAN COURTHOUSE & LIVING QUARTERS,
BAGUIO CITY FOR ONE (1) YEAR (2023-2024)

1. The Sandiganbayan, through the *General Appropriations Act of 2023*, intends to apply the sum of **Five Million Nine Hundred Thirty Seven Thousand Four Hundred Pesos only (Php5,937,400.00)**, being the Approved Budget for Contract (ABC) to payments under the contract for the **Provision of Janitorial Services for the Sandiganbayan Centennial Building, Quezon City and Sandiganbayan Courthouse and Living Quarters, Baguio City for One (1) Year (2023-2024)**, the details of which are as follows:

Unit	Description	ABC
One (1) Lot	Provision of Janitorial Services for the Sandiganbayan Centennial Building, Quezon City for One (1) year (2023-2024) of sixteen (16) janitors.	Php5,068,800.00
	Provision of Janitorial Services for the Sandiganbayan Courthouse and Living Quarters, Baguio City for One (1) Year (2023-2024) of four (4) janitors.	Php868,600.00
	Total	Php5,937,400.00

Bids received in excess of the total cost per item shall be automatically rejected.

2. The Sandiganbayan now invites bids for the above Procurement Project. Delivery of the Goods is required by within seven (7) calendar days from the issuance and receipt of Notice to Proceed (NTP). 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.
- a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock

belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from Sandiganbayan and inspect the Bidding Documents at the address given below from 8:00 A.M to 4:00 P.M.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **September 15, 2023** at the Legal Research and Technical Staff, 2/F, Sandiganbayan Centennial Building, Batasan Road, Commonwealth Ave., Quezon City or may be downloaded at <https://sb.judiciary.gov.ph/> and upon payment of the applicable fee of **Five Thousand Pesos (Php5,000.00)**, pursuant to the latest Guidelines issued by the GPPB. The Procuring Entity shall allow the bidder to present its proof of payment for the fees.
6. The *Sandiganbayan* will hold a Pre-Bid Conference on **September 25, 2023, 2:00 P.M.** through videoconferencing platform which shall be open to all prospective bidders. Interested parties are advised to email the BAC Secretariat at sbbacsecretariat@gmail.com before the scheduled date of Pre-Bid Conference to request for the online meeting credentials.
7. Bids must be duly received by the BAC Secretariat through **manual submission** at the office address indicated below **on or before October 12, 2023, 1:30 P.M.** Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. **Bid Opening** shall be on **October 12, 2023, 2:00 P.M.** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The Sandiganbayan reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. In case any of the above dates are declared a non-working day by a competent national or local government office, the corresponding procurement activity shall be moved to the next working day.
12. For further information, please refer to:

Atty. Dashell C. Yancha-Po
Chief Judicial Staff Officer
Procurement Management Division
Legal Research and Technical Staff
2/F Sandiganbayan Centennial Building
sbbacsecretariat@gmail.com

(original signed)
Atty. Ma. Teresa S. Pabulayan
Chairperson, Bids and Awards Committee

September 2023

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 Procuring Entity, *Sandiganbayan* wishes to receive Bids for One (1) Lot Provision of Janitorial Services for the Sandiganbayan Centennial Building, Quezon City and Sandiganbayan Courthouse & Living Quarters, Baguio City for One (1) Year (2023-2024) with Reference No.SB-BID10-2023.

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 2023 in the amount of **Five Million Nine Hundred Thirty Seven Thousand Four Hundred Pesos (Php5,937,400.00)**.

2.2. The source of funding is:

a. NGA, the National Expenditure Program.

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:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.
 - a. **Subcontracting is allowed.** The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed twenty percent (20%) of the contracted Goods.
- 7.2. The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen. 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 either at its physical address and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *five (5) years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

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

13. Bid and Payment Currencies

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

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

- a. Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *one hundred twenty (120) calendar days from the bid opening*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

¹ 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.

19. Detailed Evaluation and Comparison of Bids

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

Option 2 – One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

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: <div><div>a. Projects related to the provision of janitorial services</div><div>b. completed within five (5) years prior to the deadline for the submission and receipt of bids.</div></div>											
7.1	<i>Subcontracting is allowed.</i>											
12	The price of the Goods shall be quoted DDP [<i>Sandiganbayan Centennial Building, Commonwealth Ave., Quezon City and Sandiganbayan Courthouse and Living Quarters, Baguio City</i>] 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: <div><div>a. The amount of not less than <i>two percent (2%) of ABC</i>, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or</div><div>b. The amount of not less than <i>five percent (5%) of ABC</i>, if bid security is in Surety Bond.</div></div>											
15	c. Bidders shall submit one (1) original and one (1) certified true copy of their bids.											
19.3	<div>The award is for One (1) Lot Provision of Janitorial Services, with the following particulars:</div> <table><tr><th>Unit</th><th>Description</th><th>ABC</th></tr><tr><td rowspan="2">One (1) Lot</td><td>Provision of Janitorial Services for the Sandiganbayan Centennial Building, Quezon City for One (1) year (2023-2024) of sixteen (16) janitors.</td><td>Php5,068,800.00</td></tr><tr><td>Provision of Janitorial Services for the Sandiganbayan Courthouse and Living Quarters, Baguio City for One (1) Year (2023-2024) of four (4) janitors.</td><td>Php868,600.00</td></tr><tr><td></td><td>Total</td><td>Php5,937,400.00</td></tr></table>	Unit	Description	ABC	One (1) Lot	Provision of Janitorial Services for the Sandiganbayan Centennial Building, Quezon City for One (1) year (2023-2024) of sixteen (16) janitors.	Php5,068,800.00	Provision of Janitorial Services for the Sandiganbayan Courthouse and Living Quarters, Baguio City for One (1) Year (2023-2024) of four (4) janitors.	Php868,600.00		Total	Php5,937,400.00
Unit	Description	ABC										
One (1) Lot	Provision of Janitorial Services for the Sandiganbayan Centennial Building, Quezon City for One (1) year (2023-2024) of sixteen (16) janitors.	Php5,068,800.00										
	Provision of Janitorial Services for the Sandiganbayan Courthouse and Living Quarters, Baguio City for One (1) Year (2023-2024) of four (4) janitors.	Php868,600.00										
	Total	Php5,937,400.00										

20.2	<p>For purposes of post-qualification, the Procuring Entity requires the Bidder with Lowest Calculated Bid (LCB) to submit the following documentary requirements:</p> <ol style="list-style-type: none"> 1. Latest Income and Business Tax Returns; 2. Latest Quarterly Income Tax Payment for the year filed through the BIR Electronic Filing and Payment System (eFPS), if applicable; 3. Latest Quarterly VAT payment for the year also filed through the BIR eFPS, if applicable; 4. Audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; 5. Original Copy of the Notice of Award or Notice to Proceed, or any such other proof of award of all ongoing contracts declared in the Statement of All On-Going Government & Private Contracts (Including Contract Awarded But Not Yet Started); 6. Proof of SSS, PhilHealth and Pag-Ibig membership including receipts of latest remittances to said agencies; 7. Certificate of Very Satisfactory Performance from at least two (2) clients of the bidder within the past two (2) years; 8. Such other legal requirements relevant to the project. <p><i>Note: The latest income and business tax returns are those within the last six (6) months preceding the date of bid submission.</i></p>
21.2	<p>The SB BAC reserves the right to require additional contract documents relevant to the Project.</p>

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

GCC Clause	
1	<p>ONLY AS APPLICABLE:</p> <p><i>The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:</i></p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>to the Sandiganbayan Centennial Building, Commonwealth Avenue, Quezon City</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[indicate name(s)]</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided

	that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
	<p>e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <p>f. <i>[Specify additional incidental service requirements, as needed.]</i></p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> 1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and 2. in the event of termination of production of the spare parts: <ol style="list-style-type: none"> i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the costs thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <i>[indicate here the time period specified. If not used indicate a time period of three times the warranty period]</i>.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>[insert appropriate time period]</i> months of placing the order.</p>

	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
	<p>Regular and Recurring Services –</p> <p>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.</p>
2.2	Partial payment is not allowed.
4	The inspections and tests, <i>as necessary and applicable</i> , will be conducted by the Sandiganbayan BAC, BAC-TWG, Inspection Committee, and/or End-User at the Sandiganbayan Centennial Building, Commonwealth Ave., Quezon City.

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Janitorial Services for the Sandiganbayan Centennial Building, Quezon City and Sandiganbayan Courthouse & Living Quarters, Baguio City for One (1) Year (2023-2024)	One (1) Lot	One (1) Lot	Commencement of the provision of Janitorial Services within seven (7) days from issuance and receipt of Notice to Proceed, or as may be agreed upon by the parties.
2	Housekeeping Plan			Within seven (7) calendar days from signing of the contract.

I hereby certify to complete and deliver all of the above requirements:

Name of Company/Bidder

**Signature over Printed Name
of Representative**

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 and Terms of Reference

One (1) LOT
Provision of Janitorial Services for the Sandiganbayan Centennial
Building, Quezon City
and Sandiganbayan Courthouse & Living Quarters, Baguio City
for One (1) Year (2023-2024)
(Reference No. SB-BID10-2023)

**I. Provision of Sixteen (16) Janitorial Personnel for the Sandiganbayan
Centennial Building, Quezon City**

The Sandiganbayan invites all qualified bidders to participate in the public bidding for the procurement of the provision of labor, tools, equipment, materials, and other supplies as well as supervision for janitorial, sanitation, general cleaning, janitorial maintenance works, and such other related services for a period of one (1) year in accordance with its prescribed standards and approved janitorial plans and manpower deployment schedule.

The prospective bidder should have at least two (2) years of experience in providing janitorial services with exposure in at least one government agency, institution, establishment and the like and shall submit two Certificate/s of Satisfactory Performance issued by the Procuring Agency for the said project.

WORKMANSHIP

Only qualified and skilled personnel of the CONTRACTOR with sufficient experience in similar operations shall be allowed to undertake the required work as provided in any and all parts its scope of work of the project.

INSPECTION OF SITE

The CONTRACTOR acknowledges and warrants that it has fully inspected and examined the site and their surroundings, satisfied itself by submitting its Bid, which is based on current data, including physical conditions at the site. That its Bid conforms with the requirements of the work and materials necessary for the completion of the works, the means of access to the site, the accommodation it may require and that it has obtained for itself all necessary information as to risks, contingencies and other circumstances which may have influenced or affected its Bid. No increase in cost or extension of time will be considered for failure to familiarize, inspect and examine the site condition.

REJECTIONS

Materials, tools, and equipment not in conformity with the provisions as set forth, shall be rejected anytime during the contract period. The CONTRACTOR shall see to it that all of the tools and equipment as required in this contract are available for use at all times, and that there will be no

delays in the provision of janitorial, sanitation and other related services to be rendered due to lack of supplies or defective tools and equipment.

CONTRACTOR'S RESPONSIBILITIES

1. The supervisor/leadman or service personnel concerned, shall make available the tools, equipment, supplies and materials and their control records/documents, any time for inspection/review by the SANDIGANBAYAN.
2. The cost of replacement, repair and maintenance of all tools, devices and equipment required shall be for the account of the CONTRACTOR.
3. The CONTRACTOR and its service personnel including the supervisor deployed at Sandiganbayan shall agree to abide with its performance and security requirements in general and in the department/office where they are always assigned; and comply promptly with the directives, instructions and existing rules and regulations of the Sandiganbayan. For this purpose, all service personnel shall attend an orientation seminar or briefing to be conducted by the SANDIGANBAYAN before they are allowed to work at the Procuring Agency.
4. The CONTRACTOR shall provide the required uniforms to all janitorial service personnel.
5. The CONTRACTOR's *Performance Bond* shall be liable for any damages or losses that may arise directly or indirectly, attributable to the negligence or misbehavior or direct participation of the service personnel assigned by the CONTRACTOR. In case the bond is not sufficient to cover such losses or damages, the CONTRACTOR shall have to pay the balance directly to the Procuring Agency.
6. The CONTRACTOR shall agree and confirm to the scope of services/work, standards, guidelines, procedures, and manpower deployment set by the SANDIGANBAYAN. They may complement it with their own plan and schedule of distribution of supplies and materials as well as the tools and equipment to be used and training(s) of employees to attain janitorial service objectives.
7. The CONTRACTOR shall see to it that their personnel use appropriate *Personal Protective Equipment* when performing activities/tasks that would require its use.
8. The CONTRACTOR may ventilate their problems or difficulties encountered during the period of the contract as well as give suggestions or recommendations to improve relationship with the SANDIGANBAYAN and services rendered, during weekly coordination meetings, or in WRITING, for proper action.

HOUSEKEEPING PLAN

The CONTRACTOR shall submit, within seven (7) calendar days from signing of the contract to the Chief Judicial Staff Officer (CJSO) of the SANDIGANBAYAN's Administrative Division, a *Housekeeping Plan* which shall be tailored fit to the service requirements of the SANDIGANBAYAN, and which shall take into account the following: a) protection of the Sandiganbayan properties from damage or destruction in connection with the janitorial and other related services rendered; b) preservation of confidentiality of SANDIGANBAYAN records; and c) proper collection and disposal of garbage.

DURING PROJECT IMPLEMENTATION

1. Weekly Work Activity Plan – to be submitted every 1st Monday of the month
2. Work Program for General Cleaning and other related janitorial services
3. Accomplishment Report of the General Cleaning Works
4. Monthly Inventory Report of janitorial tools and equipment – to be submitted every first week of the succeeding month to the Administrative Division, routinely validated by the Engineer.
5. Daily Comfort Room Cleaning Checklist

PERSONNEL

1. The CONTRACTOR shall provide **sixteen (16) janitorial personnel** including supervisor/leadman as stipulated in the manpower complement and deployment.
2. The supervisor, as the case may be, shall act and make decisions in behalf of, and for the account of, the CONTRACTOR on matters arising from questions or complaints raised by the department/offices or by the service personnel themselves.
3. The supervisor shall have the authority to exercise close supervision over the work of the assigned service personnel. They shall see to it that the service personnel are physically and mentally fit and should not be under the influence of liquor or any prohibited drugs before they are allowed to report to their assigned post.
4. All service personnel are subject for background investigation by the SANDIGANBAYAN. In case there are incoming relievers who will report to the SANDIGANBAYAN to replace current relievers during the implementation of the contract, the abovementioned documents will also be submitted.
5. The service personnel assigned at SANDIGANBAYAN must have been well-screened, trained and found to be courteous, efficient, honest, reliable, trustworthy, cooperative, well-groomed, physically and mentally fit. As proof of such, they are required to submit the following:
 - Proof of good moral character and without criminal or police record as evidenced by a certification from the National Bureau of Investigation (NBI) or Philippine National Police (PNP)
 - Proof of physical and mental fitness as evidenced by a medical certificate issued by duly licensed medical health providers and practitioners

For this purpose, the CONTRACTOR shall submit to the CJSO of the Administrative Division, a sworn statement together with pertinent documents as proof of compliance.

6. The CONTRACTOR shall have reliever/s for the SANDIGANBAYAN available at any time to take over in case some regular service personnel are absent, at no extra cost. Forced day-offs of regular service personnel will not be allowed. No trainees shall be allowed as a reliever even if they are allowed and identified as such.
7. The CONTRACTOR shall not reshuffle personnel, without the prior clearance/approval of the SANDIGANBAYAN, which hereby reserves the

right to reject any proposal to reassign personnel if such reassignment is found to pose an imminent danger or prejudice to the service. It is, however, understood that on matters of disciplinary action towards the personnel of the CONTRACTOR, the SANDIGANBAYAN shall cooperate with the CONTRACTOR or vice versa by means of mutual consultation.

8. The CONTRACTOR shall absorb at least fifty percent (50%) of the qualified service personnel endorsed by the SANDIGANBAYAN. The service personnel assigned shall only be allowed to work after they have been further screened and accepted by the SANDIGANBAYAN. However, the SANDIGANBAYAN reserves the right to demand the immediate replacement of any service personnel assigned by the CONTRACTOR to the job who, in opinion of the former, is wanting in competency, with questionable honesty and integrity, or whose services will be prejudicial to the interests of the Court. The CONTRACTOR shall give written notice to the SANDIGANBAYAN whenever any of these service personnel are to be replaced or removed.
9. The employees of the Contractor are not employees of the SANDIGANBAYAN, neither is there an employer-employee relationship between the SANDIGANBAYAN and the CONTRACTOR. Consequently, the Court shall deal exclusively and directly with the CONTRACTOR, or its duly authorized representative, in all matters regarding the Contract.
10. The CONTRACTOR shall immediately, upon receipt of request and verification, replace any service personnel who may be found and considered undesirable and incompetent by the SANDIGANBAYAN. The CONTRACTOR, however, shall abide by the procedural and substantial requirements of the Labor Code of the Philippines.

TIME SCHEDULE AND PROGRAM OF SERVICES

1. The CONTRACTOR shall provide the required janitorial services in accordance with the scope of service/work, standards, methodology, approved housekeeping plan and manpower complement and deployment.
2. Each service personnel shall be required to render a minimum of eight (8) hours service daily from 6:30 a.m. to 3:30 p.m., eight (8) hours a day, and six (6) days a week from Monday to Saturday. Only when required by the SANDIGANBAYAN shall a janitor/utility/ be allowed to work beyond the specified 8-hour limit and during legal and special holidays.
3. The CONTRACTOR shall submit to the Court not later than 4:00 p.m. each day, the Daily Comfort Room Cleaning Checklist signed by the CONTRACTOR's authorized personnel and the SANDIGANBAYAN'S Sanitary Engineer.

MONITORING AND VALIDATION OF ATTENDANCE

1. The service personnel shall log their daily time records through the SANDIGANBAYAN's Bundy clock. Reliever/s, if any, shall be identified as such in their time records.

2. The CONTRACTOR shall prepare a summary of attendance of the service personnel indicating the total actual man-days/hours rendered for the billing period.

PAYMENTS

1. The labor cost must be based on the Minimum Wage Law.
2. The Sandiganbayan shall pay the CONTRACTOR based on the man-days/hours rendered by the service personnel (regular & reliever) in accordance with the prevailing minimum wage rate. Payments for the services rendered by the supervisor/leadman, janitors and utility personnel assigned at the Sandiganbayan shall be processed by the SANDIGANBAYAN.
3. The 13th month pay of the service personnel shall only be paid to the CONTRACTOR upon submission of proof of payment to the service personnel.
4. The amount of employer's share due to government agencies shall be in accordance with respective schedule of contributions based on the appropriate monthly salary bracket.
5. Delivery of the required janitorial supplies/materials shall made every 7th day of the month / quarterly by the CONTRACTOR.
6. The monthly billings consisting of the labor cost, amount due to government agencies, supplies and materials, administrative overhead, profit margin and value added tax (VAT) as approved per contract, shall be submitted by the CONTRACTOR to the SANDIGANBAYAN within seven (7) calendar days from the cut-off date.
7. The CONTRACTOR shall support its billings with the following documents:
 - a. Service invoice supported with certified copies of payrolls for regular service personnel and the corresponding proof of deposit stamped received by the designated depository bank for the ATM accounts of all service personnel. If relievers have no ATM accounts, cash vouchers duly signed by such employee evidencing receipt of payment maybe submitted in lieu of payroll;
 - b. List of absentees with the corresponding area of assignment and name of relievers and date/time of service rendered as confirmed/certified by the CONTRACTOR and the SANDIGANBAYAN;
 - c. Certified Photocopy of R-5 (SSS Employer Contributions Payment Return) for the corresponding months authenticated by the SSS Contributions Accounting Department (CAD) / Operations Accounting Section, Cluster Branch;
 - d. Certified Photocopy of payment documents for remittances to PhilHealth and HDMF (Pag-ibig) for all service personnel for the corresponding month; and
 - e. Other documentary requirements of the SANDIGANBAYAN for payments.

Failure to do so shall be construed as non-compliance of contractual obligations.

8. The billing together with the supporting documents shall be reviewed and validated by the SANDIGANBAYAN against the summary of attendance. Any discrepancy shall be promptly notified to the CONTRACTOR to effect corrections in the billing.
9. All applicable taxes due to the Bureau of Internal Revenue (BIR) shall be deducted from the collectible amount of the CONTRACTOR from the SANDIGANBAYAN.
10. It is understood that all payments shall be subject to the accounting rules and regulations of the SANDIGANBAYAN.

COMPLIANCE WITH LABOR LAWS AND OTHER RELATED LAWS

1. The CONTRACTOR shall faithfully comply with all laws, rules and regulations pertaining to the employment of labor, existing or which hereafter may be enacted including but not limited to the Minimum Wage Law, Labor Code of the Philippines, Social Security Law, Employees Compensation and State Insurance Fund, Philippine Health Insurance Fund, and Home Development Mutual Fund.
2. All obligations under the provisions of the SSS Law, Employees Compensation and other related pertinent statutes presently in force and effect shall be paid and updated.
3. Should the CONTRACTOR fail to comply with its obligations under the provisions of the SSS Law, Employees Compensation and other related pertinent statutes presently in force and effect, the SANDIGANBAYAN shall have the option to either rescind the CONTRACT or deduct from the service fee any amount due and demandable from the CONTRACTOR for its obligations, including interest and penalties, if any. This option is without prejudice on the right of the SANDIGANBAYAN to confiscate the bond filed by the CONTRACTOR, as well as to avail of other remedies provided for by law.
4. The CONTRACTOR shall have no previous record to delinquency on payment of premiums and shall secure and submit clearance certificates from the implementing government agencies.
5. The CONTRACTOR shall assume full responsibility on any claim for any compensation on injuries from accidents of the service personnel it assigned to the SANDIGANBAYAN in connection with the performance of their duties and shall free the SANDIGANBAYAN for any legal suit or liabilities in connection therewith.

PRICE ADJUSTMENT

The bid price shall be fixed and not subject to any escalation during the contract implementation regardless of an increase in the price of fuel, peso devaluation and other causes, except as specifically mandated by law (e.g. increase in minimum daily wage pursuant to law or new wage order issued after date of bidding, increase in taxes, etc.)

DAILY ROUTINE SERVICES COMMON AREAS

- a. Cleaning of all horizontal and vertical surfaces such as floors, ramp walls, windows, window ledges, window panels, vertical blinds, railing doors, ceiling, etc.;
- b. Sweeping and mopping (dry and wet) of horizontal surfaces;

- c. Sweeping and mopping (dry and wet) of stairways, hallways lobbies and corridors;
- d. Cleaning, wiping, disinfecting, dusting-off and/or polishing of furniture, office tables, glass tops, fixture, equipment, appliances, diffusers, window ledges, counters, glass partitions and doors/doorknobs;
- e. Cleaning, sanitizing and disinfecting of all comfort rooms, toilet bowls, urinals, wash rooms and wash basins with detergents/cleanser and removal of spots or stains from floors and other surfaces;
- f. Emptying, collecting and cleaning of trash receptacles and waste containers and disposal of trash to the trash storage areas;
- g. Keeping the stairway and entrances from obstructions;
- h. Watering of indoor plants (and bringing the plants out) and stems of fresh flowers, damp-wiping of artificial plants and flowers, ridding its pots and planters boxes;
- i. Wiping of windowsills, window panes, glass mirrors, aluminum/stainless and steel frames and doors;
- j. Wiping of tables, chairs, steels and wooden cabinets, electric fans, telephone instruments and other equipment; - Thorough cleaning of all glass panels, glass doors, glass window and glass walls by means of the approved glass cleaners; and
- k. Thorough cleaning of stairs, elevators and fire exits.
- l. Reports.
- m. Daily Services (Offices, if needed)

DAILY ROUTINE SERVICES (GROUNDS/GARDEN)

- a. Sweeping of driveways, concrete pavements, premises of building and parking areas;
- b. Sweeping and cleaning of rubbish and leaves in the surroundings;
- c. Emptying and cleaning waste/trash cans in the premises;
- d. Pulling of weeds; and cultivating of soil;
- e. Watering of plants; and
- f. Hose washing and sweeping with hard broom all cement grounds.

SERVICES (OFFICES, IF NEEDED)

- a. Sweeping, mopping, spot scrubbing, waxing and polishing of all floors, shall be serviced continuously during hours of public use to guarantee cleanliness;
- b. Cleaning, sanitizing and disinfecting of all comfort rooms, wash rooms with the use of high quality resources, wash basins, and toilet bowls with the most efficient disinfectant;
- c. Dusting and cleaning of all glass tops, inside and outside windows and doors, window ledges, air vent partitions, furniture and fixtures which requires specialized maintenance;
- d. Disposal of trash, rubbish and garbage from the confines of the buildings to receptacles provided for the purpose;
- e. Reporting of all breakage, electrical malfunctions and other deficiencies that require the attention of the Engineering Section;

- f. Sweeping soft carpets and ceramic tiles, polishing of floors, mopping and wet wiping of entrance floors, degreasing and disinfecting of surfaces when necessary;
- g. Spot cleaning or glazed areas or glass hot plates, care and maintenance of cleaning machines and other cleaning equipment, cleaning of supply room and removal of cobwebs; and
- h. Regular cleaning of walls and mirrors by the service personnel assigned in particular areas and making sure that all doormats are clean and dry.

WEEKLY ROUTINE SERVICES

- a. Washing, scrubbing, waxing and polishing of all floors and washing of the inside and outside of glass windows;
- b. Thorough cleaning, waxing and polishing of trash receptacles;
- c. Washing with detergents all garbage cans/bins with soap and water;
- d. Wipe all air-conditioner covers and light diffusers, front and back of the glass doors and windows;
- e. Clean thoroughly all window blinds and refrigerators;
- f. General cleaning of walls and stripping of floor of offices, hallways and stairways;
- g. Thorough cleaning, dusting and damp-wiping of vertical surfaces such as walls, partitions, windows, doors and glass walls;
- h. Thorough dusting-off and cleaning of office furniture and equipment;
- i. Cleaning and polishing of internal and external part of windows and panels, chandeliers and other lighting fixtures and brass signages;
- j. Washing and drying of rubber matting; and
- k. Trimming ornamental plants/grasses and cutting dry leaves; and
- l. Thorough cleaning, sanitizing, scrubbing, and disinfecting of comfort rooms, toilet fixtures, lavatories, and washrooms with the use of high-quality resources and equipment.

MONTHLY ROUTINE SERVICES

- a. Cleaning and dusting of open top areas of the bulletin boards, cleaning vertical surfaces of furniture, scrubbing of walls and dusting of ceiling, stripping, sealing and furnishings of floors;
- b. Dusting and removing of cobwebs from ceiling of the premises;
- c. Cleaning of ornamental plants and polishing of metal signs;
- d. Disinfecting and sanitizing of all comfort rooms;
- e. Performing functions during meetings and other special activities/occasions such as but not limited to cleaning of the Justices' Lounge, serving meals/snacks and washing of items/materials used during meetings;
- f. Carrying, transporting or moving of office furniture, equipment and supplies within the Sandiganbayan Centennial Building;
- g. Fetching water and filling of containers when water is not available;
- h. Reporting of any damage to pipe plumbing water and toilet facilities, electrical installation, damaged furniture and fixtures which needs immediate repair; and
- i. Shampooing of carpets as required and/or upon request.

OTHER JANITORIAL ACTIVITIES

In addition to the regular tasks and whenever needed by the SANDIGANBAYAN, the janitorial personnel shall provide logistical assistance in meetings and conferences of the SANDIGANBAYAN officials and employees; in hauling of office furniture, fixtures and equipment; and in other errands and related services which may be assigned from time to time by the SANDIGANBAYAN officials and employees, *except* those activities which are required to be performed by organic court personnel.

JANITORIAL MAINTENANCE WORKS

Scope of Service	Required Standard	Methodology	Frequenc y
1. Floors, stairways staircases, ceilings, light and all other horizontal surfaces.	<ul style="list-style-type: none">- Clean and glossy floors- Free from litters, water spots, stains, germs, foul smell, dust, dirt and cobwebs.- Fire exit stairways are always free from obstruction	<ul style="list-style-type: none">- Follow the processes, materials and equipment to be used for each type of horizontal surfaces.	As specified
		<ul style="list-style-type: none">- Remove stains from floors with spatula and cleaning solution	As needed
		<ul style="list-style-type: none">- Provide mops, floor squeegees to all work areas, hallways and lobbies to keep out water and mud.	During rainy days only
		<ul style="list-style-type: none">- Scrub stairways /staircases of dusts, dirt, stains and other foreign matter.	Daily
		<ul style="list-style-type: none">- Clean and mop dry fire escape stairways. Remove any obstruction thereon.	Daily
		<ul style="list-style-type: none">- Use vacuum cleaner to minimize dust accumulation.	Weekly
		<ul style="list-style-type: none">- Clean light diffusers, A/C diffusers from dust	Weekly
		<ul style="list-style-type: none">- accumulation	Yearly

		<ul style="list-style-type: none"> - Remove cobwebs from ceiling - Crystallization of marble 	
2. Walls, all kinds of doors, partitions and all other vertical Surfaces	<ul style="list-style-type: none"> - Clean walls, slats, doors, air vent outlets, glass partitions and all other vertical surfaces within the building premises free from dust, dirt and stains, 	<ul style="list-style-type: none"> - Follow the procedures, materials and equipment to be used for each type of vertical surfaces. - Wipe off stains embedded in walls, doors, partitions, etc. with mild cleaning solution. - Wipe all door knobs with disinfectant to eliminate transfer of germs and bacteria. - Wipe and polish all varnished wooden doors, walls, partitions and other wooden items with furniture polish. 	<p>As specified</p> <p>Daily</p> <p>Daily</p> <p>Weekly</p>
3. Windows, steel grilles, aluminum frames and glass panels	<ul style="list-style-type: none"> - Clean and clear window glass panels, grilles and aluminum frames 	<ul style="list-style-type: none"> - Wipe all glass panels/window s inside for clean and clear view using a glass squeegee - Clean and polish all frames of windows to minimize rust and dust accumulation, mildew and molds 	<p>Weekly</p> <p>Weekly</p>
4. Comfort Rooms and Water Dispensers	<ul style="list-style-type: none"> - Clean and sanitized toilet fixtures, mirrors, etc. should be free from 	<ul style="list-style-type: none"> - Follow the processes and materials and equipment to be used in the treatment of 	As specified

		vacuum-cleaned	
6. Records and Stock Rooms	- Clean and free from dust, insects and germs	<ul style="list-style-type: none"> - Report presence of rodents, insects and pests to the end-user - Vacuum-clean all records - Sweep, scrub and mop all floors of stockrooms 	<p>As Needed</p> <p>As Needed</p> <p>As Needed</p>
7. Multi-Purpose Hall/Gym	- Clean and sanitized at all times and free from obstructions , other stored items	- Mop, clean, disinfect and dry walls, floors, stage area	Thrice a week
8. Blinds and Carpets	- Clean and free from dust, stains, germs and foul odor.	<ul style="list-style-type: none"> - Check gums, leftover food and dirt from carpets - Remove gums with cleaning solution and stain remover to preserve appearance. - Vacuum-clean carpets - Wipe off dust and dirt from surfaces of blinds - Remove, wash and rinse blinds and reinstall to original position. - Shampoo carpets and vacuum-clean and dry. 	<p>As Needed</p> <p>As Needed</p> <p>As Needed</p> <p>Quarterly</p>
9. Building Surroundings, Back door and Basement	- Clean and litter-free parking areas, driveways and pathways and sidewalks	- Sweep away all dried leaves and litters of the whole surroundings up to the street sidewalks and properly dispose them	<p>Daily</p> <p>Daily</p>

	<ul style="list-style-type: none"> - Well-maintained and trimmed trees and plants 	<ul style="list-style-type: none"> - Clean and remove leaves, dirt and debris from roof decks and gutters that would obstruct the flow of rainwater - Pressure wash concrete and pebble-washout surfaces from grease, oil and other sticky substances - Keep all drain openings free from accumulated gravel, sand and other foreign materials that impede the flow of surface water - Wash and brush sidewalks to clear up dust, litter and stuck foreign matter - Water outdoor plants 	<p>Weekly</p> <p>Weekly</p> <p>Weekly</p> <p>As needed</p>
10. Elevators	<ul style="list-style-type: none"> - Clean walls, floors, railings and other vertical and horizontal surfaces. 	<ul style="list-style-type: none"> - Conduct general cleaning, scrubbing, polishing and disinfect the elevator interiors. Spray air freshener to maintain clean smell. 	Daily
11. Garbage Collection	<ul style="list-style-type: none"> - Well-kept and clean garbage disposal area - Trash receptacles and garbage bins should be free from foul smell, bacteria and breeding area for insects. 	<ul style="list-style-type: none"> - Provide adequate trash receptacles to various work areas with plastic bag. - Practice waste segregation in collecting garbage by using color-coded trash bags such as green bag 	<p>As needed</p> <p>Daily</p>

		<p>containing biodegradable wastes, clear bag containing non-biodegradable wastes and yellow bag containing recyclables</p> <ul style="list-style-type: none"> - Collection of garbage will be done twice a day and during overtime. Collected segregated wastes will be deposited to the garbage disposal area. - Examine contents of trash receptacles for accidentally disposed but important items. 	Weekly
12. Cleaning of Canopies	<ul style="list-style-type: none"> - Clean and free from dried leaves, pieces of paper and other materials 	<ul style="list-style-type: none"> - Use safety harness when cleaning canopies of the buildings. Clear canopies from cigarette butts or other materials which might clog drains. 	As Needed
13. Other Janitorial Services		<ul style="list-style-type: none"> - Make available service personnel and materials to attend to urgent requests for additional cleaning works 	As needed
14. Utility	<ul style="list-style-type: none"> - Provide manpower for special projects to be assigned from time to time 	<ul style="list-style-type: none"> - Make available a pool of service personnel who will perform tasks and requests from various offices 	As needed

		and for special projects.	
15. Hauling services	- Providing lifting, moving and hauling works to requesting offices	- Make available a pool of service personnel who will attend to urgent requests for hauling and transfer of supplies, records, furniture and fixtures, equipment, etc.	As needed

SUPPLIES, MATERIALS, TOOLS AND EQUIPMENT

1. The CONTRACTOR shall provide and deliver, at its own expense, all the required supplies, tools, devices and equipment to the Sandiganbayan through the authorized SANDIGANBAYAN’s personnel at the start of operations. These shall be stored at the designated place/s and should be made available for use and 100% operational at all times.
 - 1.1. In case/s of breakdown/malfunction of any of the delivered tools and equipment, the CONTRACTOR shall effect the immediate replacement of the same. CONTRACTOR shall maintain an appropriate quantity of standby service units (for the entire duration of the contract) readily available for dispatch to the SANDIGANBAYAN anytime. Penalty Clause in paragraph I shall be applied for every day of delay in the delivery of the replacement unit to be reckoned from the date of discovery of the equipment breakdown/malfunction.
2. The CONTRACTOR shall provide all cleaning supplies and materials and utilize the tools and equipment as prescribed, appropriate, and necessary to the performance of the job in accordance with the standards and approved janitorial plan. All cleaning supplies and materials shall be environmentally-friendly. Use of Green Seal certified cleaning products with proper environmental certificates and with universally accepted fragrance is required for comfort rooms. CONTRACTOR shall submit specifications and samples together with appropriate Material Safety Data Sheet/s (MSDS) of its proposed products and materials for evaluation and approval of the SANDIGANBAYAN.
3. The required two-week supplies and materials shall be delivered at a designated area every Monday within the two-week period. SANDIGANBAYAN will provide for a suitable space for storage of the tools, equipment, supplies and materials to be used by the CONTRACTOR.
4. All deliveries and issuance of supplies and materials should be properly accounted for in a control book to be kept and maintained by the authorized personnel of the CONTRACTOR and noted by the authorized personnel of the SANDIGANBAYAN. There shall be a joint inspection by

- the SANDIGANBAYAN's authorized representative and the CONTRACTOR to check if there are discrepancies in the quantity of items delivered.
- Mops shall be color-coded according to the purpose intended. Mops for comfort rooms shall not be used for general floor cleaning. All tools and equipment shall be stored out of sight after each use.
 - The CONTRACTOR's housekeeping plan shall have provisions for such other activities, supplies, material, tools and equipment that are necessary and vital to achieve the desired results at no extra cost to the Court.

SUMMARY OF SUPPLIES, MATERIALS, TOOLS AND EQUIPMENT

Description	Unit	Quantity
HIGH QUALITY BRANDED MATERIALS/SUPPLIES/CLEANING AGENTS to be provided by the Contractor on a MONTHLY BASIS		
Branded Gel Air Fresheners	Pcs.	48
Branded Anti-Bacterial Air Fresheners Spray	Cans	32 (320 ml/can)
Branded Multi-Purpose Cleaner	Pcs.	16 (500ml/unit)
Bowl & Urinal Cleaner, Bactericidal	Gal.	2 (1gal/unit)
Carpet Shampoo	Gal	1
Carpet Stain Remover	Lit.	1
Deodorant Cake (deodorizer, moth proofer) 99% par dichlorobenzene, 40-60gms. Multi scent brand	Pcs.	48
Complete Wax	Gal	1
Cleaning Towel, color coded (3)	Pcs.	100
Glass Liquid Cleaner	Gal	2
Hand Brush	Pcs.	16
Branded Anti-bacterial Undiluted Hand Soap	Gal.	16
Branded Anti-bacterial Undiluted Disinfectants	Gal	8
Branded Anti-bacterial cleaning bleach	Gal	16 (1gal/unit)
Branded Anti-bacterial detergent powder	Pcs.	16(1kg/Pc.)
Hydrochloric acid	Gal.	2
Branded 2-ply tissue paper	Rolls	200
Marble Crystallizer	Gal.	1
Metal Polish	Can	1
Mop Heads, Cotton twisted, Color Coded	Pcs.	35 Red 35 Green
Microfiber Cloth	Pcs.	16
Scrubbing/Scouring pad	Pcs.	16
Durable Spray Gun	Pcs.	16
Durable Liquid Soap Dispensers	Pcs.	32

Trash bag (XL/XXL) plastic, gusted type color coded (3) white, yellow, green	Pcs.	200
<i>Note: Cleaning materials to be used should not have foul odor</i>		
SUPPLIES to be provided on a QUARTERLY BASIS		
Bowl Brush, Plastic	Pcs.	16
Toilet Bowl Pump/Plunger	Pcs.	16
Brush-Nylon	Pcs.	16
Dust Pans	Pcs.	16
Facemask, Disposable	Box	4
Hand Gloves	Pairs	32
Mop Handles/Stainless Handles	Pcs.	16
Spatula/Scrapers	Pcs.	16
Heavy Duty Stripping Pad	Pcs.	16
Stick Brooms	Pcs.	16
Soft Brooms	Pcs.	16
Ceiling Brooms	Pcs.	16
CLEANING EQUIPMENT to be provided by the Contractor		
Extension Cord (20 meters)	Sets	6
Grass Cutter	Pcs.	1
Mop Squeezer with wringer	Units	16
Heavy Duty Polisher Floor	Units	3
Heavy Duty Vacuum Cleaner (wet/dry)	Unit	3
Water Hose with Sprinkler Head (50 meters)	Set	2
Stainless step ladder	Unit	1
Plastic Pails	Pcs.	16
ADDITIONAL EQUIPMENT		
Push Cart	Unit	4
Caution Sign, A type with Rope	Unit	2
Retractable Glass Cleaner Wipes	Unit	3

II. Provision of Four (4) Janitorial Personnel for the Sandiganbayan Courthouse and Living Quarters in Baguio City for One (1) Year

TERMS OF REFERENCE

- I. The bidder shall provide janitorial, sanitation and related services at the buildings of the Sandiganbayan and its premises. It is understood that the areas covered includes the courthouse and living quarters with its sanitary/plumbing and electrical fixtures and outside premises including landscaped gardens and its rolling terrain, consisting of the following minimum operations and activities:

A. Daily Routine Operations

1. Sweeping, mopping, spot scrubbing and polishing of all floors and stairways shall be serviced continuously to guarantee cleanliness;
2. Cleaning and disinfecting of toilet and bathrooms;
3. Dusting and cleaning of horizontal and vertical surfaces;
4. Dusting and cleaning of all windows and partitions, furniture and fixtures;
5. Cleaning and polishing of handrails, trims, and markers;
6. Reporting immediately to the Team Leader (SB Security Guard) of any malfunctioning water heaters, wash basins, plumbing and lighting fixtures and damaged furniture in the courthouse and living quarters to prepare the Incident Report;
7. Disposal of trash, rubbish and garbage from the buildings to receptacles provided for the purpose;
8. Sweeping of driveways, parking areas, walkways, roads, and landscaped gardens and disposal of all dry leaves and other rubbish swept from said areas;
9. Watering of plants in landscapes gardens, plants and flower pots;
10. Trimming of plants to preserve the desired contours and spraying of insecticides/pesticides, if needed;
11. Carrying and hauling of furniture and fixtures, supplies and/or equipment; and
12. Taking care of pine trees in the compound.

B. Weekly Operations

1. Washing, scrubbing and polishing of all floors;
2. Washing of inside and outside glass windows and doors;
3. Dusting of light fixture, fixtures, counters and other similar items but not equipment or items that require specialized maintenance;
4. Cleaning, washing and polishing of furniture, fixtures, counters and other similar items but not equipment or items that require specialized maintenance;
5. Thorough scrubbing and sanitizing of toilets, wash basins, comfort rooms and wash rooms;
6. Mowing of lawns; and
7. Replanting of plants with application of fertilizers, if necessary.

C. Monthly Operations

1. Thorough cleaning of all areas specially the exterior walls;
2. Inspection and cleaning of all gutters including reporting to the Team Leader, any damaged gutters for immediate repair;
3. Cleaning of ceilings, light diffusers, lamps, screens and other similar fixtures; and
4. Polishing of wood furniture, rails, baseboard, moldings, cornice, and similar items.

- D. Others
1. Messengerial services within Sandiganbayan Baguio premises;
 2. Performing other related services that may be required by the Sandiganbayan or its authorized representative/s.
- II.** The bidder shall provide four (4) janitors who must render services eight (8) hours a day for six (6) days a week per janitor, from Monday to Saturday.
- III.** The bidder shall provide the janitorial supplies and equipment listed below.

SUPPLIES

Monthly

	ITEM	UNIT	QUANTITY
1	Branded Powder Soap	Kg	10
2	Branded Deodorant Cake	Doz	2
3	Garbage Bag	Pcs	50
4	Branded Air Freshener	Cans	10 (320 ml/can)
5	Hydrochloric Acid	Gal	1
6	Furniture Polish	Gal	1
7	Glass Liquid Cleaner	Gal	1
8	Rugs	Pcs.	20
9	Scouring Pad	Pcs.	10
10	Branded Undiluted Liquid Hand Soap	Pcs	12
11	Tissue Paper 2 ply	Pcs	30
12	Toilet Bowl Cleaner	Gal	2
13	Spray Gun	Pcs	4
14	Hand Gloves	pairs	4
15	Micro Fiber Cloth	Pcs	4
16	Branded Undiluted Liquid Disinfectant	Gal	4
17	Gasoline (for grass cutter)	Ltr	12
18	Washable Face Mask	Pcs	8
20	Odorless Multi-insect spray (500ml)	Can	5
21	Undiluted Dishwashing Liquid	Gal	2

Quarterly

	ITEM	UNIT	QUANTITY
1	Soft Brooms	Pcs	4
2	Stick Brooms	Pcs	4
3	Toilet Bowl Brush	Pcs	4
4	Metal Polish	Can	1
5	Scrubbing Pad	Pc	4
6	Polishing Pad	Pc	4
7	Mop Head	Pcs	4

Annual

	ITEM	UNIT	QUANTITY
1	Dustpan	Pcs	4
2	Hand Brush	Pcs	4
3	Mop Handle	Pcs	4
4	Cotton Duster	Pcs	4
5	Ceiling Broom	Pcs	4
6	Rubber Boots	Pair	4
7	First Aid Kit	Set	1

Equipment

	ITEM	UNIT	QUANTITY
1	Floor Polisher Heavy Duty	Unit	1
2	Wet and Dry Vacuum Cleaner	Unit	1
3	Rolling Trash Bin	Pcs	1
4	Garden house 50 meters with accessories	Pcs	2
5	Garden Tools	Pcs	2
a	Pruning Shear	Pcs	2
b	Rake	Pcs	2
c	Pick Mattock	Pcs	2
d	Shovel	Pcs	2
e	Bolo	Pcs	2
f	Grass Scissor	Pcs	2
6	Grass Cutter (Gas powered)	Pcs	1
7	Step Ladder	Pcs	2
8	Extension wire/socket (10 meters)	Pcs	2
	Such other equipment needed for the project		

III. COST DISTRIBUTION FORM

The CONTRACTOR must submit an accomplished Cost Distribution Form found in Annex “A” of this Bidding Document.

IV. RENEWAL OF CONTRACT²

Criteria for the Evaluation of the Service Provider’s Performance:

	Performance Criteria	Weight
I	Conformity to Technical Requirements	(25)

² Pursuant to the Government Procurement Policy Board (GPPB) Resolution No. 06-2022 dated September 12, 2022, the subject procurement may be renewed subject to the compliance with the conditions and procedure stated therein.

II	Timeliness in the Delivery of Services	(25)
III	Behavior of Personnel (Courteous, Professional, and Knowledgeable)	(20)
IV	Response to Complaints	(20)
V	Compliance with set office policies for such services	(10)
	Performance Rating	

ANNEX A



REPUBLIC OF THE PHILIPPINES
SANDIGANBAYAN
QUEZON CITY

COST DISTRIBUTION FORM

Number of janitors required: **Twenty (20) Janitors**
Contract Duration: **One (1) year**
Number of days: **314**

		Unit Cost per Janitor		Total cost for 16 Janitors - Quezon City	Total cost for 4 Janitors - Baguio City
MINIMUM WAGE RATE	₱ 610.00 (NCR) Wage Order No. NCR -24, June 30, 2023 ₱ 400.00 (Baguio City) Wage Order No. CAR-21, Jan 1, 2023	NCR	Baguio		
Basic Daily Wage Rate	MWR X 314/12	₱15,961.67	₱10,466.67	₱255,386.67	₱41,866.67
13 th Month Pay	MWR X 314/12/12	₱1,330.14	₱872.22	₱21,282.22	₱3,488.89
5 Days Incentive Leave Pay	MWR X 5/12	₱254.17	₱166.67	₱4,066.67	₱666.67
	Sub Total A	₱17,545.97	₱11,505.56	₱280,735.56	₱46,022.22
AMOUNT DUE TO GOVERNMENT; EMPLOYEE SHARE OF:					
SSS Premiums	Schedule of SS,EC, & WISP Contributions 2023	1,520.00	997.50	₱24,320.00	₱3,990.00
PHILHEALTH Premiums	(Monthly Basic Salary x 0.04)/2	₱319.23	₱209.33	₱5,107.68	₱837.32
Employees Compensation Commission (ECC)	CIRCULAR NO. 2019-01 ADVISORY ON THE AMOUNT OF EC CONTRIBUTION RELATIVE TO THE INCREASE IN SS MONTHLY	₱30.00	₱10.00	₱480.00	₱40.00

	SALARY CREDIT (MSC)				
Pag- IBIG Fund Contributions	₱5,000 x 2%	₱100.00	₱100.00	₱1,600.00	₱400.00
SSS with ECC Premiums and PhilHealth Contribution rates are as of April 2019 and January 2018, respectively.					
	Sub Total B	₱1,969.23	₱1,316.83	₱31,507.68	₱5,267.32
Administrative Cost					
Supplies	Per Janitor				
Value Added Tax (12%)					
Total Monthly Rate					
TOTAL CONTRACT RATE for 12 Months					

Amount in Words: _____

Authorized Representative
(Signature above Printed Name): _____

Date _____

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.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR;**

Technical Documents

- ☐ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- ☐ (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (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

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

Class “B” Documents

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

II. FINANCIAL COMPONENT ENVELOPE

- ☐ (i) Original of duly signed and accomplished Financial Bid Form; **and**
- ☐ (j) Original of duly signed and accomplished Price Schedule(s).

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

- ☐ (k) *[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.
- ☐ (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

