

# REPUBLIC OF THE PHILIPPINES CATANDUANES STATE UNIVERSITY VIRAC, CATANDUANES

# NEGOTIATED PROCUREMENT DOCUMENTS

# Procurement of Four (4) Months Janitorial Manpower Services

With Approved Budget for the Contract (ABC) of Php1,831,218.59
(Project ID No.: 2023-026)

## 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.

 $\label{eq:GOCC-Government-owned} \textbf{GOCC-Government-owned and/or--controlled corporation}.$ 

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 for Negotiation

#### INVITATION FOR NEGOTIATED PROCUREMENT DUE TO TWO FAILED BIDDINGS

#### PROCUREMENT OF FOUR (4) MONTHS JANITORIAL MANPOWER SERVICES

- 1. The CATANDUANES STATE UNIVERSITY (CatSU), through the GAA FY 2023 intends to procure thru Negotiated Procurement (due to Two Failed Biddings) the Project "Procurement of Four (4) Months Janitorial Manpower Services" with an Approved Budget for the Contract (ABC) of One Million Eight Hundred Thirty One Two Hundred Eighteen Pesos and 59/100 (Php1,831,218.59).
- 2. The CatSU through its Bids and Awards Committee (BAC), now invites technically, legally and financially capable suppliers for the above Project. Delivery of the Goods is required within seven (7) calendar days upon receipt of Notice to Proceed. Bidders should have completed, within three (3) 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. The procurement procedure for this project is Negotiated Procurement due to two (2) failed biddings pursuant to Section 53.1 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184, otherwise known as the "Government Procurement Reform Act", including Annex "H" thereof.

The BAC will engage in negotiations with a sufficient number of bidders to ensure effective competition. The selection of the successful offer shall be based on the best and final offer that will be submitted on the specified date shown below, and which could meet the minimum technical specifications required.

The procurement 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. Interested Bidders may obtain further information from BAC Secretariat at the address given below from 9:00a.m. to 4:00p.m. (Mondays-Fridays).
- 5. A complete set of Negotiated Procurement Documents may be acquired by interested Bidders (with Letter of Intent) on **August 18 to 25, 2023** from the given address and website below and upon payment of the applicable fee in the amount of **Five Thousand Pesos (Php5,000.00)**. Payment shall be made directly to the CatSU Cashiering Services or thru deposit to CatSU LBP Account. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means. Transmittal of scanned deposit slip is required for the issuance of Official Receipt.

#### Bank Account details are as follows:

Account Name:	Catanduanes State University Trust Liability Account
Account Number:	0892-103330

- 6. The Catanduanes State University will hold a Negotiation Conference on **August 24**, **2023**, **2:00pm** at the BAC Conference Room, 1<sup>st</sup> Floor, Administration Building, Catanduanes State University, Virac, Catanduanes, which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address as indicated below on or before **August 25**, **2023 at 1:15pm**. Late submission 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. Interested bidders shall submit the eligibility and financial documents in sealed envelopes, labelled as "Negotiated Documents", with the title of the procurement project, name of the bidder, address of the Bidder, and contact details of the bidder, addressed to the undersigned.
- 10. Bid opening shall be on **August 25, 2023 at 1:30pm** at the BAC Conference Room, 1<sup>st</sup> Floor, Administration Building, Catanduanes State University, Virac, Catanduanes. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 11. The Catanduanes State University reserves the right to reject any offer, declare a failure of negotiation, or not award the contract at any time in accordance with the provisions of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
- 12. For further information, please refer to:

The BAC Secretariat

1st Floor, Administration Building, Catanduanes State University, Virac, Catanduanes.

Cellphone No.: 0949-136-9639 / 0997-924-9902

E-mail Address: bac@catsu.edu.ph

catsc\_bacsec@yahoo.com catsu.bac2020@gmail.com

13. You may visit the following websites: For downloading of Negotiation Documents:

www.philgeps.gov.ph www.catanduanesstateu.edu.ph

17 August 2023

ENGR. BENJAMIN HANNYCEL T. NUYDA

**BAC Chairperson** 

#### Section II. Instructions to Bidders

#### 1. Scope of Bid

The Procuring Entity, Catanduanes State University wishes to receive Bids for the Procurement of Four (4) Months Janitorial Manpower Services with identification number 2023-026.

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

#### 2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for FY 2023 in the amount of One Million Eight Hundred Thirty One Two Hundred Eighteen Pesos and 59/100 (Php1,831,218.59).
- 2.2. The source of funding is NGA, the General Appropriations Act or Special Appropriations.

#### 3. Bidding Requirements

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

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

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

#### 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

#### 5. Eligible Bidders

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

The Procuring Entity has prescribed that **SUBCONTRACTING IS NOT ALLOWED.** 

#### 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address 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 **three (3) 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, exwarehouse, ex-showroom, or off-the-shelf, as applicable);
    - The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in the **BDS**.

#### b. For Goods offered from abroad:

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

#### 13. Bid and Payment Currencies

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

#### 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration 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 **March 31, 2022**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

#### 15. Sealing and Marking of Bids

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

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

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

#### 16. Deadline for Submission of Bids

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

#### 17. Opening and Preliminary Examination of Bids

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

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

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

#### 18. Domestic Preference

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

#### 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring 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:

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

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the

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

#### 20. Post-Qualification

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

#### 21. Signing of the Contract

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

### Section III. Bid Data Sheet

ITB	
Clause	
5.3	For this purpose, contracts similar to the Project shall be:  a. Contract for Janitorial Manpower Services
-	b. Completed, within <b>three (3) years</b> prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP Virac, Catanduanes 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:
	<ul> <li>a. The amount of not less than Fifty Four Thousand Nine Hundred Thirty Six Pesos &amp; 55/100 (PhP54,936.55) [2% of the ABC[ if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less One Hundred Thirty Seven Thousand Three Hundred Forty One Pesos &amp; 36/100 (PhP137,341.36) [5% of the ABC[ if bid security is in Surety Bond.</li> </ul>
15	Each Bidder shall submit ONE (1) SET (Envelope A) original and ONE (1) SET (Envelope B) copy, of the first and second components of its bid.
19.2	Partial bid is not allowed.
19.3	The description of the item is indicated in Section VII (Technical Specifications) with an ABC of One Million Eight Hundred Thirty One Two Hundred Eighteen Pesos and 59/100 (Php1,831,218.59).
20.2	No further instructions.
21.1	List of additional contract document: Company Profile

### Section IV. General Conditions of Contract

#### 1. Scope of Contract

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

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

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

#### 2. Advance Payment and Terms of Payment

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

#### 3. Performance Security

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

#### 4. Inspection and Tests

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

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

#### 6. Liability of the Supplier

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

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

# Section V. Special Conditions of Contract

GCC Clause	
1	Delivery and Documents –
	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:
	[For Goods supplied from abroad, state:] "The delivery terms applicable to the Contract are DDP delivered at Catanduanes State University Main Campus, Virac, Catanduanes and Panganiban Campus, Panganiban, Catanduanes. In accordance with INCOTERMS."
	[For Goods supplied from within the Philippines, state:] "The delivery terms applicable to this Contract are delivered at Catanduanes State University Main Campus, Virac, Catanduanes and Panganiban Campus, Panganiban, Catanduanes. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is:  ENGR. BENJAMIN HANNYCEL T. NUYDA  VP, Administrative and Financial Affairs
	Incidental Services –
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:
	<ul> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>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</li> </ul>

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.

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.

#### Spare Parts -

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- 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:
  - 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.

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.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of **three (3) months**. If not used, **nine (9) months** (three times the warranty period).

Spare parts or components shall be supplied as promptly as possible, but in any case, within **one** month of placing the order.

#### Packaging -

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.

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.

The outer packaging must be clearly marked on at least four (4) sides as follows:

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

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.

#### Transportation -

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

	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.
	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.
	Intellectual Property Rights –  The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
2.2	Payment terms shall be in accordance with item VIII of Section VII. Technical Specifications.
4	No further instructions.

## 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 No.	Description	Quantity	Delivery Date
I	Provision of Janitorial Personnel	35	Within seven (7) calendar days from the
II	Provision of Cleaning Equipment/Tools in good running condition	as detailed in the Technical Specifications	receipt of Notice to Proceed

#### **Schedule:**

From the initial janitorial force of thirty-five (35) personnel, janitors shall be distributed to the following areas of responsibilities:

Deployment per Location/per Floor	No. of Janitors	Shift/Schedule
	1 Supervising Janitor	Two (2) shifts from 6:00 AM to 7:00 PM on 8-hour basis
CatSU Main Building	3	
Laboratory High School	1	
BSND Building	1	
College of Agriculture & Fisheries	1	
College of Science	2	
College of Humanities & Social Sciences	2	
College of Information and Communications Technology	2	
Technology Building	1	
College of Business & Accountancy and Entrepreneurship Building	2	6:00 AM – 3:00 PM / 10:00 AM – 7:00 PM
College of Engineering & Architecture	1	10.00 AW - 7.00 IW
Library	3	
Corporate Business Operations	1	
Men's Dormitory	2	
Gymnasium	1	
Auditorium	1	
Panganiban Campus	2	
Research & Development Services	1	
University Grounds	7	
TOTAL	35	

I hereby certify to comply and deliver all the above requirements in accordance with the above stated schedule.

Name of Company	Signature over Printed Name of	Date
1 0	Authorized Representative	

# Section VII. Technical Specifications

Item	Specification <sup>1</sup>	Statement of Compliance <sup>2</sup>	
I	PROVISION OF JANITORIAL PERSONNEL		
	The Supplier/Contractor shall provide CatSU with janitorial services composed of professional, qualified, efficient, competent, well-trained, courteous janitors, sensitive to the client's needs at all times, as may be required by CatSU from time to time. In addition, the janitors employed by the Contractor shall possess the following qualifications:  a. Must be of good moral character, without criminal and/or police records.  b. Must be physically and mentally fit, as evidenced by a medical certificate issued by a reputable Medical Service Agency.  c. Duly trained and skilled to function as Janitorial Personnel.		
	Any misrepresentation by the Contractor with respect to such qualifications shall be ground for the termination/cancellation of the Contract. The Contractor shall be required to submit to the CatSU a sworn statement or other pertinent documents as proof of compliance.		
	The Contractor shall provide an initial janitorial force consisting of thirty-five (35) men and women which includes one (1) supervisor and thirty-four 34) janitors/janitresses. The Contractor shall assign a Roving Supervisor, at no additional cost to the CatSU, aside from the Janitorial Supervisor, to monitor the performance of the Janitorial Personnel and handle the consolidation of daily timecards.		
	The Contractor shall ensure that the janitors to be assigned in the CatSU have undergone adequate and relevant training before deployment, and have satisfactorily passed the Contractor's relevant screening and selection tests to determine their fitness to perform said services.		
	There shall always be one full time supervisor tasked in ensuring the proper execution of all janitorial activities.		
	The Contractor shall ensure availability of relievers for continuous and uninterrupted service in case of inability of regular personnel to report for work.		
	In case there will be special activities (other than routine) such as Anniversary Celebration, fairs, exhibits, etc., in certain areas of the CatSU building or compound, where additional hands are required, CatSU may request for additional janitorial personnel for the occasion.		
II	PROVISION OF CLEANING TOOLS AND EQUIPMENT		
	The following tools and equipment shall be provided by the Contractor:  1. Heavy Duty Floor Polisher – 2 units (20" dia. and 16" dia.)  2. Heavy Duty Vacuum Cleaner – 2 units  3. Lawn Mower – 1 unit  4. Mechanized Grass Cutter – 2 pc		
	5. Chewing Gum Scraper (bis) – 5 pc		

Item		Specification <sup>1</sup>	Statement of Compliance <sup>2</sup>
	6.	Water Hose – complete with fittings, nozzles and metal couplings (1 pc. – 50 meters and 1 pc. – 30 meters, 1 set – 50 meter length with 3/4 " diameter)	
	7.		
	8.	Shovel – 2 pc	
	9.	Piko – 2 pc (std. size)	
	10.	Bareta – 1 pc. (6 ft. long, 1-1/2" dia.)	
	11.	Sharper – 2 pc (for raker)	
	12.	Raker – 2 pc	
	13.	Buggy – 3 pc	
	14.	<sup>3</sup> / <sub>4</sub> hp. Compressor for washing – 1 pc.	
	15.	Garden Scissors – 2 pc	
	16.	Aluminum utility ladder, I unit	
	1	Pressure washer, 1 unit	
	1	Glass squeegee, 4 pcs	
		Bucket and wringer, 2 units	
		Extension wire, 1 set	
		Bowl mop container, 2 units	
	1	Push brush, 4 sets	
	1	Scraper, 2 pcs	
		Floor polisher, 2 units	
	1	Expandable pole, 1 unit	2. 1
	1	Boots, 1 set	
	1	Rain coat, 1 set	
	1	Vacuum cleaner, 1 set	
	1	Utility Push cart, 1 set	
	1	Garbage hauler	
		Warning sign	
		Contractor shall equip its personnel with the necessary materials	
	and su	applies such as but not limited to the following:	

Item			Specificati	on¹	Statement of Compliance <sup>2</sup>
	A. Sur	plied fo	or the whole year or repla	aced as necessary:	
	Qty	Unit	Item	Specification	
	20	pc	Mop Handles	Heavy–duty wooden handle, approx. 5 ft. long	
	20	pc	Dust Pans	Plastic, standard size	
	20	pc	Bowl Pumps	Rubber force cap, std size with wooden handle.	
	12	рс	Plastic Pails	Capacity: 4 gallons	
	3	set	Mop Squeezers	All metal, complete with bucket	
	6	рс	Rubber Squeegees	Big size, approx. 10" long	
	10	pc	Plastic Water Spray guns	Standard size	
	6	pc	Push brushes	Nylon bristle, 9" brush head with wooden handle	
	12	рс	Scrubbing Pads	Standard size	
	12	рс	Door Mats	Rubber material	
	12	pc	Feather Duster	Cotton material, with wooden handle	
	6	pc	Ceiling Broom	Std. size, wooden stem approx. 4 meter	
	12	pc	Hand Brush	Nylon bristle, std. size	
	12	pc	Polished Pad		
	4	pair	Hand rubber gloves		

Item			Specification	1	Statement of Compliance <sup>2</sup>
	B. Sup	plied m	onthly or replaced/replenis	hed as necessary:	
		WT *4	T.		
	Qty	Unit	Item	Specification	
	8	pc	Soft Brooms	Plastic-made, standard size	
	10	pc	Stick Broom	Ting-ting, std. size	
	6	pc	Bowl Brushes/Mop	Round nylon bristle, with wooden handle	
	6	рс	Mop Heads	Thread no. 40 (400gms.)	
	1	box	Steel Wool	#0 grade, 200 gms. net contents, 16 pads/pack	
	2	gal	Liquid glass cleaners	any brand	
	1	gal	Muriatic acid	any brand, commercial grade	
	2	gal	Toilet Disinfectant & deodorizer	any brand	
	4	kg	Toilet cleaners	any brand, powder form	
	32	рс	Deodorant cakes	any brand, small size	
	1	pail	Floor (vinyl) wax	any brand	
	1	gal	Wax stripper	any brand	
	1	gal	Marble Wax	any brand	
	1	lit	Spot & Stain Remover	any brand	
	1	gal	Furniture Polish	any brand	
	1	can	Metal polish	small can, 14 oz/can	
	2	gal	Air Freshener	any brand	
	1	gal	Carpet Shampoo	any brand	
	4	pc	Door Mats	any brand	
	2	kg	Stopa	Round small rug	
	100	pc	Trash Bags for garbage disposal	XXL	
	4	yard	Rags/Planela	Sufficient quantity of rags for wiping, to be used by each janitor/janitress	
	8	рс	Sponge		
	2	gal	Liquid hand soap		
	40	pc	Albatross care		
	2	gal	All purpose cleaner		
	3	Pcs	Mop head		
	7	kg	Powder soap		
	10	gal	Liquid detergent		
	1	gal	Sanitizers		
	200	roll	Tissue paper		
	16	pc	Hand soap bar		
	1	gal	Disinfectant		
	1	gal	Dishwashing liquid		
	4	pc	Deodorizer spray		
	1	gal	Furniture polish		

Item	Specification <sup>1</sup>	Statement of Compliance <sup>2</sup>
	These materials will be subject to inspection by CatSU from time to time to ensure that there are sufficient quantities of materials and implements for cleaning at all times and that each worker shall have an individual set of basic cleaning paraphernalia to use.	
	The Contractor shall ensure delivery in amounts or number sufficient enough for scheduled cleaning activities. In the event that there is insufficient cleaning materials delivered, CatSU may buy the same, subject to deduction from the total amount due to the contractor.	
Ш	SCOPE OF WORK	
	The Contractor shall provide janitorial services that will work from 6:00 a.m. to 7:00 p.m. or 6:00 a.m. to 3:00 p.m. (first shift), 10:00 a.m. to 7:00 p.m. (second shift) from Monday to Fridays including Holidays.	
	The duties of the assigned supervisor shall include but not limited to the following:  a. Make rounds to check his/her subordinates, provide special cleaning instructions and/or assignments, and ascertain compliance with directives.  b. Conduct inspection to check cleanliness and orderliness of the premises and inform his/her subordinates of corrections necessary.  c. Determine materials, supplies needed and timely inform CatSU of the requirements.  d. Train subordinate on proper cleaning methods, use of equipment, safety practices and work regulations.	
	The janitorial personnel shall maintain the cleanliness and orderliness of the office premises in accordance with the *Service Level Agreement and the *Housekeeping Plan to be submitted by the Contractor during the contract implementation, taking into account the following:  a. Protection of CatSU properties from damage or destruction in connection with the janitorial activities rendered. b. Preservation of confidentiality of CatSU records. c. Proper collection and disposal of garbage. d. Reporting of all broken fixtures in the comfort rooms, hallways, stairs and other observations which require immediate attention of CatSU Officials, the BGS, Chief Administrative Officer, VP-Administrative & Financial Affairs. e. Miscellaneous services to be performed whenever required (i.e. logistical assistance during meetings and conferences, hauling of office furniture, fixtures and equipment, and other errand works with CatSU premises).	
	CatSU may provide specific work assignments to the assigned janitors with respect to minute details of the work, such as the number of janitors/janitresses to be assigned per shift, areas to be cleaned (or areas of responsibility), and other minute details that CatSU may deem necessary as called for any situation, or janitorial requirements as advised by the Agency with approval of the CatSU.	

Item	Specification <sup>1</sup>	Statement of Compliance <sup>2</sup>
IV	HOUSEKEEPING PLAN	
	The expected standard after cleaning and waste collection is as follows:	
	<ul> <li>A. Common areas/Office areas/halls/rooms/ stairways/ pantry</li> <li>All surfaces, fixtures and fittings, up to normal cleaning height, should be free from dust, stains and debris. Papers, files and electronic equipment will not be removed or adjusted while cleaning (where applicable), unless prior permission has been obtained from the employee concerned</li> <li>B. Washrooms and toilets</li> <li>All surfaces, fixtures and fittings, up to normal cleaning height, should be free from dust, stains and debris</li> <li>All sanitary fittings should be free from grime, dirt and smear.</li> </ul>	
	<ol> <li>Daily Routine Operations:         <ol> <li>Reporting to each respective assigned area.</li> <li>Sweeping, cleaning and polishing of all floors, including lobbies, stairways, landings, sidewalls, doors, partitions, corridors, ceilings.</li> <li>Scooping off sticky substances or picking-up with dustpan litters and dirt scattered on the floor/premises.</li> <li>Mopping the floor with damp mop head and finish cleaning with clean and dry mop head.</li> <li>Cleaning the grounds, the periphery of all entrances, parking lots.</li> <li>Maintaining cleanliness and neatness of all rooms.</li> <li>Cleaning, waxing, polishing, shampooing tables, chairs, furniture, fixtures, equipment (computer screen, keyboards, calculator, telephone, desk lamp, filing cabinets etc.) artworks, counters, floors walls, windows, vertical and horizontal areas and ceiling.</li> <li>Cleaning, sanitizing and disinfecting of all comfort rooms, wash rooms, urinals, and toilet bowls. Supplies such as toilet disinfectants, toilet papers and liquid soap must be replenished as required.</li> <li>Providing water for toilets and maintaining its upkeep 10. Emptying waste bins and washing out, if required.</li> <li>Putting rooms, furniture in order such as the tables, chairs etc. and maintaining its upkeep.</li> </ol> </li> <li>Performing other duties as assigned other than janitorial services.</li> </ol>	
	<ul> <li>Weekly Operations: <ol> <li>Cleaning of driveways, parking area, roof tops and surroundings.</li> <li>Washing and cleaning of interior and exterior window glass and panels.</li> <li>Cleaning &amp; vacuuming of carpets and tiles.</li> <li>Inspection and eradication/removing of cobwebs in the ceiling of rooms, exits, stairways and likely places.</li> </ol> </li> </ul>	

Item	Specification <sup>1</sup>	Statement of Compliance <sup>2</sup>
	<ul> <li>6. Grass cutting at the social facilities area.</li> <li>7. Washing of tables and benches at the social facilities area.</li> <li>8. Bringing out indoor plants</li> <li>9. Machine scrubbing and buffing hard floors</li> </ul>	
	10. Washing dirt and stain marks in the walls	
	<ol> <li>Monthly Periodic Operations:         <ol> <li>Cleaning of light diffusers. This involves removal, dusting or cleaning of stains on ceilings of diffuser receptacles.</li> <li>Spot scrubbing of dirt outside the walls of rooms. This involves scrubbing of spots, stains or smudges on interior walls and outside walls which may require the use of chemicals or detergents to restore the original luster.</li> </ol> </li> <li>Reporting damage building accessories and furniture for replacement or repair. This requires inspection of fixtures, gadgets, furniture and similar items. Result of inspection can be reported to CatSU Officials, Building &amp; Grounds Services/Office of the Chief Administrative Officer/VP for Administrative &amp; Financial Affairs for appropriate action.</li> </ol> <li>Scrubbing and waxing of floor areas, lobbies, stairways, fire exit ways and landings. These areas are to be scrubbed with suds, dried, waxed and polished.</li> <li>Pressurized washing of exterior walls.</li> <li>Cleaning roof decks of the building. This involves sweeping off dust and collection and disposal of dry leaves and other waste materials that may obstruct the flow of water into drains or downspouts.</li> <li>Waxing of desk, chairs and tables.</li>	
	Quarterly Operations: Shampooing of floors, lobbies, stairways, post/columns, desks, chairs, tables, draperies, glassworks, and walls. Shampooing involves the use of proper detergents to remove dirt or stains, without damaging original color. Furniture and other fixtures shall be completely shampooed, dried, and polished. This operation is aimed at complete cleaning of the areas of the building being utilized in daily office routine work.	
V	PERFORMANCE CRITERIA  The Contractor shall maintain a satisfactory level of performance	
	The Contractor shall maintain a satisfactory level of performance throughout the term of the contract based on the following performance criteria:	
	<ul> <li>a. Quality of Work/Service delivered</li> <li>b. Time Management</li> <li>c. Management &amp; suitability of personnel</li> <li>d. Contract administration and management</li> <li>e. Provision of regular progress reports</li> <li>f. Attentiveness and presence of mind</li> <li>g. Compliance with CatSU instructions and policies.</li> </ul>	

Item	Specification <sup>1</sup>	Statement of Compliance <sup>2</sup>
	The above criteria shall be used to assess quarterly the level of performance of the Contractor and its Janitorial Personnel as basis of continuity of the contract. Should the Agency gets two (2) consecutive "Satisfactory" Ratings, it shall be considered a ground for the termination of their contract with the CatSU.	
	Any janitor considered undesirable by CatSU shall be immediately replaced by the Contractor upon written request by the Administrator or his duty authorized representative.	
VI	OTHER DUTIES OF CONTRACTOR	
	The Contractor shall provide janitors/janitress their uniform, I.D., cleaning tools and work equipment, and other necessary paraphernalia used in carrying out the required janitorial services.	
	The Contractor shall provide the personnel with appropriate uniforms, protective gear, if necessary, and ensure that they shall observe proper personal hygiene and appear neat and clean at all times.	
	The Contractor shall ensure that safety be the first priority in the performance of its functions, and avoid the creation of safety hazards both in the condition of the work performed and while doing the work.	
	The Contractor shall be duly licensed and registered with the appropriate Government Agencies including the Social Security System.	
	The contractor shall pay the wages, salaries or compensation of the janitors in accordance with the provisions of the Minimum Wage Law. The payment shall be made, even if, for some reason or the other, the Contractor fails to collect on time from CatSU.	
	The janitors to be assigned shall have full coverage of medical and risk insurance by the Contractor.	
	The Contractor holds CatSU free and harmless from any claim whatsoever from its janitors and personnel.	
VII	OTHER TERMS AND CONDITIONS	
	The Contractor's personnel shall be provided with uniforms and ID cards for their identifications and that they shall be subject at all times to onthe spot search upon entering, leaving or during their stay inside the CatSU campus. Contractor shall, therefore always provide CatSU of an updated list of its personnel assigned thereat.	
	The Contractor hereby acknowledges that no authority has been conferred upon it by CatSU to hire any person or persons in behalf of CatSU, and it is understood that each person or persons employed or utilized by the Contractor in carrying out the janitorial services shall be paid by and considered as exclusive employee or agent of the Contractor and as such CatSU shall not be responsible whatsoever for any claim or claims for personal injury, wages, damages, including death, caused to	

Item	Specification <sup>1</sup>	Statement of Compliance <sup>2</sup>
	the Contractor and/or its personnel themselves or third persons, where such injury or death arises out of, or in the course of the performance of the duties of the janitors.	
	During the duration of the Contract, CatSU reserves the right to effect changes in the assignment/deployment/ number of janitors anytime during the contract period through written notice to the Contractor. CatSU may decrease the number of janitors as may be necessary and reserves the right to increase, reduce, or limit the scope of services of the Contractor. Likewise, CatSU reserves the right to require the Contractor to absorb the existing janitorial personnel so as not to hamper the efficiency of public service. In such event, any corresponding adjustment in the cost shall not exceed the contract price.	
	CatSU, in case of disagreement or controversy regarding the restitution of any CatSU property lost, damaged or destroyed during the term of the Contract, shall create an Investigation Board composed of two (2) officials from the CatSU and one (1) from the Agency whose decision shall be final unless otherwise reversed by the Administrator. Immediately after it has been determined that Agency is at fault, the Agency shall immediately pay CatSU the cost of the lost items; otherwise, CatSU shall withhold such amount from the Agency's billings.	
	CatSU shall have the absolute right to give instructions for proper safeguarding and protection of the persons, places and things of CatSU from time to time. CatSU may promulgate the specific janitorial functions of the Agency during the life of the Contract.	
	To guarantee payment for losses and/or damages to property, the winning bidder/agency shall post a Performance Security in favor of CatSU.	
	To answer wages due to the janitors/janitress should the winning agency fail to pay the same, a wage security from the GSIS or other government banks such as Land Bank of the Philippines (LPB) shall be posted by the agency in favor of CatSU in an amount equivalent to three (3) months of labor cost of their personnel in their respective area of responsibility.	
	The performance and wage securities shall be callable on demand and shall have a validity period equivalent to the duration of the contract including its renewal or extension, if any, plus three (3) months.	
	In case of change in the contract price arising from reduction of the janitorial force, the aforementioned sureties shall be accordingly reduced.	
	If the Contractor fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as	

Item	Specification <sup>1</sup>	Statement of Compliance <sup>2</sup>
	liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring entity shall rescind the Contract without prejudice to other courses of action and remedies open to it.	
VIII	PAYMENT TERMS	
VIII	The Janitorial Services Agency shall bill CatSU twice a month, preferably every 15th and 30th day of each month for services actually rendered by the janitors/janitress. For this purpose, the agency shall submit payroll records of the janitors with their names, hours of work rendered and certification that the janitors, whose name appears therein, actually and truly rendered their services for the particular billing period. Non-compliance thereon gives CatSU the right to disallow payment of the bill; and any falsehood or misrepresentation in the certification shall constitute breach of the Contract, which is a ground for termination thereof.	
	Payment shall be made within ten (10) working days upon complete submission by the Contractor of the following documents:  a. DTRs of all janitors signed by supervisor or his/her duly authorized representative.  b. Proof of previous months' remittance to the SSS, Phil-Health, and Pag-IBIG, together with a transmittal sheet stamped received by the foregoing, as well as such other relevant documents that may be required by the DBM.  c. Invoice of billing or statement of account for the period covered.	
	Thereafter, payment shall be made upon certification by CatSU that the services were rendered by the Contractor in accordance with the terms and conditions of the Contract.	
IX	DURATION OF THE CONTRACT	
	The contract shall be for a period of six (6) months commencing upon receipt of Notice to Proceed subject to the result of the periodic/quarterly/monthly performance evaluation of the Janitorial Agency before the end of the term to ensure compliance with the technical specifications, as well as the other terms and conditions imposed by CatSU during the contract period. Should the Janitorial Services Agency fails to maintain a satisfactory performance based on the set of performance criteria stated below, CatSU may pre-terminate the Contract for failure by the agency to perform its obligation following the procedure prescribed under the guidelines on termination of contract.	

 $<sup>^{1}</sup>$  The specifications given are the minimum requirements unless indicated otherwise. A bidder's proposal must match or exceed the specifications.

<sup>&</sup>lt;sup>2</sup> Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each "Specification". Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented

will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB Clause 3.b.

are true and correct, otherwise,	of compliance to the foregoing technical sp if found to be false during bid evaluation ise to automatic disqualification of our bid.	on or post-
Name of Company	Signature over Printed Name of Authorized Representative	Date

# Checklist of Eligibility (Legal, Technical and Financial) and Financial Proposal Documents

Index Tabs	Class "A" DOCUMENTS  LEGAL DOCUMENTS				
I-1	<ul> <li>(a) Photocopy of valid PhilGEPS Registration Certificate (Platinum Membership) (all pages).</li> <li>(b) Photocopy of Registration Certificate from SEC or DTI, or CDA, whichever is applicable.</li> <li>(c) Photocopy of valid Mayor's or Business permit issued by the city or municipality where the principal place of business is located, or the equivalent document for Exclusive Economic Zones or Areas.</li> <li>(d) Photocopy of Tax Clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).</li> </ul>				
	TECHNICAL DOCUMENTS				
I-2	Statement of ALL 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.  The statement shall be supported by the following documents:				
	<ol> <li>Copies of the Contracts (if there is no contract, the Purchase Order (P.O.) may be submitted as long as the terms and conditions are included therein)</li> <li>Copies of the Notice of award (NOA) or Notice to Proceed (NTP) (For private contracts, NOA or NTP shall not be required)</li> </ol>				
	(Bidder's statement shall follow the sample form provided in Annex "A")				
I-3	Statement of a 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				
	The statement shall be supported by a copy/(ies) of the End-User's Acceptance or Official Receipt/(s) Issued for the Contract/(s) therein)				
	(Bidder's statement shall follow the sample form provided in Annex "B")				
I-4	Accomplished Schedule of Requirements				
	(For the Schedule of Requirements, use the actual form provided in Annex "C")				
I-5	Completely filled out Technical Specifications Form, showing the Bidder's conformit with the technical specifications as enumerated and specified in Schedule of Requirement Technical Specifications and Terms of Reference.				
	Please include in the submission the following:				
	a. Production/delivery schedule;				
	<ul><li>b. Manpower requirements; and/or</li><li>c. After-sales/parts, if applicable</li></ul>				
	(For the Technical Specifications Form, use the actual form provided in Annex "D")				

I-6	Original copy of Bid Security, If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; <u>or</u> Original copy of the Notarized Bid Securing Declaration.
	(For the Bid Securing Declaration, follow the sample form provided in Annex "E")
I-7	Original duly signed and notarized 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.
	(For the Omnibus Sworn Statement, follow the sample form provided in Annex "F")
	FINANCIAL DOCUMENTS
I-8	Photocopy of Audited Financial Statements, showing, among others, the 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.
I-9	Duly signed Net Financial Contracting Capacity (NFCC) computation of at least equal to the ABC of the lot to be bid.
	The value of the bidder's current assets and current liabilities shall be based on the date submitted to the Bureau of Internal Revenue (BIR), through its Electronic Filing and Payment System (EFPS).
	or A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.
	Class "B" DOCUMENTS
I-10	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 and abide by the provisions of the JVA in the instance that the bid is successful.

Index Tabs	FINANCIAL PROPOSAL DOCUMENT
II-1	Original of duly signed and accomplished Financial Bid Form  (The Financial Bid Form shall follow the sample form provided in Annex "G")
II-2	Original of duly signed and accomplished Price Schedule (For Goods Offered from Abroad and/or For Goods Offered from within the Philippines)  (For the Bid Price Schedule, use the actual form provided in Annex "H" and/or "I")

# Statement of All Ongoing Government & 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)

Date of the Contract	Contracting Party	Name of Contract	Kinds of Service/Goods sold	Amount of Contract	Value of Outstanding Contracts	Bidder is  a. Manufacturer b. Supplier/ Contractor c. Distributor
Note: This st	atement shall be	supported wi	th Notice of Award	, Purchase Order	r/Contract, Notic	e to Proceed.
Name and Si	gnature of Autho	rized Represen	ntative		Date	

- 1. State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for the bidding) as of:

  The day before the deadline of submission and opening of bids.
- 2. If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state NONE.
- 3. The total amount of the ongoing contract and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.

# Statement of Single Largest Completed Contract (SLCC) Similar to the Contract to be Bid (except under conditions provided in Sections 23.4.1.3 and 23.4.2.4 of the 2016 Revised IRR of RA 9184, within the relevant period as provided in the Bidding Documents)

This is to certify that **Iname of company**] has the SLCC for the period CY 2021-2023:

Date of the Contract	Contracting Party	Name of Contract	Kinds of Service/ Goods sold	Amount of Contract	Date of Delivery/ End-user's Acceptance	Date of Official Receipt	Bidder is  a. Manufacturer b. Supplier/ c. Contractor
							d. Distributor

Note: This statement shall be supported with Purchase	Order/Contract, Certificate of Completion and
Acceptance and/or Official Receipt/Sales Invoice.	
Name and Signature of Authorized Representative	Date

#### Instructions:

- 1. Cut-off date as of: The day before the deadline of submission and opening of bids.
- 2. In the column under "dates", indicate the dates of Delivery/End-user's acceptance and official receipt.
- 3. Name of contract refers to the nature/scope of the contract for the procuring entity to determine the relevance of the entry with the procurement at hand.

### **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 No.	Description	Quantity	Delivery Date
I	Provision of Janitorial Personnel	35	Within seven (7) calendar days from the
II	Provision of Cleaning Equipment/Tools in good running condition	as detailed in the Technical Specifications	receipt of Notice to Proceed

#### **Schedule:**

From the initial janitorial force of thirty-five (35) personnel, janitors shall be distributed to the following areas of responsibilities:

Deployment per Location/per Floor	No. of Janitors	Shift/Schedule
	1 Supervising Janitor	Two (2) shifts from 6:00 AM to 7:00 PM on 8-hour basis
CatSU Main Building	3	
Laboratory High School	1	
BSND Building	1	
College of Agriculture & Fisheries	1	
College of Science	2	
College of Humanities & Social Sciences	2	
College of Information and Communications Technology	2	
Technology Building	1	6:00 AM – 3:00 PM
College of Business & Accountancy and Entrepreneurship Building	2	10:00 AM – 7:00
College of Engineering & Architecture	1	PM
Library	3	I IVI
Corporate Business Operations	1	
Men's Dormitory	2	
Gymnasium	1	
Auditorium	1	
Panganiban Campus	2	
Research & Development Services	1	
University Grounds	7	
TOTAL	35	

I hereby c	ertify to	comply an	d deliver	all the	above	requirements in	accordance
with the above sta	ated sche	dule.					

Name of Company	Signature over Printed Name of	Date
	Authorized Representative	

#### **Technical Specifications Statement of Compliance**

Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances. Please state the brand and model being offered.

Item	Specification	Statement of Compliance	
I	PROVISION OF JANITORIAL PERSONNEL		
	The Supplier/Contractor shall provide CatSU with janitorial services composed of professional, qualified, efficient, competent, well-trained, courteous janitors, sensitive to the client's needs at all times, as may be required by CatSU from time to time. In addition, the janitors employed by the Contractor shall possess the following qualifications:  a. Must be of good moral character, without criminal and/or police records.  b. Must be physically and mentally fit, as evidenced by a medical certificate issued by a reputable Medical Service Agency.  c. Duly trained and skilled to function as Janitorial Personnel.  Any misrepresentation by the Contractor with respect to such qualifications shall be ground for the termination/cancellation of the Contract. The Contractor shall be required to submit to the CatSU a sworn statement or other pertinent documents as proof of compliance.		
	The Contractor shall provide an initial janitorial force consisting of thirty-five (35) men and women which includes one (1) supervisor and thirty-four 34) janitors/janitresses. The Contractor shall assign a Roving Supervisor, at no additional cost to the CatSU, aside from the Janitorial Supervisor, to monitor the performance of the Janitorial Personnel and handle the consolidation of daily timecards.		
	The Contractor shall ensure that the janitors to be assigned in the CatSU have undergone adequate and relevant training before deployment, and have satisfactorily passed the Contractor's relevant screening and selection tests to determine their fitness to perform said services.		
	There shall always be one full time supervisor tasked in ensuring the proper execution of all janitorial activities.		
	The Contractor shall ensure availability of relievers for continuous and uninterrupted service in case of inability of regular personnel to report for work.		

Item			Specificati	on	Statement of Compliance
				ther than routine) such as	
	1	•		etc., in certain areas of the	
	1	_	-	litional hands are required,	
	CatSU m	ay requ	est for additional janitor	rial personnel for the occasion.	
П				S AND EQUIPMENT	
				be provided by the Contractor:	
	1	-	2	nits (20" dia. and 16" dia.)	
			uty Vacuum Cleaner – 2 ower – 1 unit	units	
			zed Grass Cutter – 2 pc		
	ł		Gum Scraper (bis) – 5	ne	
	1	_		ngs, nozzles and metal couplings	
			-	meters, 1 set – 50 meter length	
	1		diameter)	2	
	1		10 pc (big)		
		hovel –			
			pc (std. size)		
	10. B	areta –	1 pc. (6 ft. long, 1-1/2"	dia.)	
		•	- 2 pc (for raker)		
	1	aker – 2	-		
		uggy –		1	
			mpressor for washing -	1 pc.	
	1		scissors – 2 pc m utility ladder, I unit		
			washer, 1 unit		
			ieegee, 4 pcs		
	1	_	nd wringer, 2 units		
			n wire, 1 set		
	21. E	Bowl mo	op container, 2 units		
	22. P				
		craper,			
	1		lisher, 2 units		
			ble pole, 1 unit		
		Boots, 1 Rain coa			
	1		cleaner, 1 set		
			ush cart, 1 set		
	1	Garbage			
	1	Varning			
	The Con	tractor	shall equip its personne	l with the necessary materials	
			ch as but not limited to		
	A. Sup	plied fo	r the whole year or repl	aced as necessary:	
	Qty	Unit	Item	Specification	
	20	pc	Mop Handles	Heavy-duty wooden	
				handle, approx. 5 ft. long	
	20	pc	Dust Pans	Plastic, standard size	
	20	pc	<b>Bowl Pumps</b>	Rubber force cap, std size	
	12		DI .: D '1	with wooden handle.	
	12	pc	Plastic Pails	Capacity: 4 gallons	
	3	set	Mop Squeezers	All metal, complete with bucket	
	6	рс	Rubber Squeegees	Big size, approx. 10" long	

Item		Specification		Statement of Compliance	
	10	рс	Plastic Water Spray guns	Standard size	
	6	pc	Push brushes	Nylon bristle, 9" brush head with wooden handle	
	12	рс	Scrubbing Pads	Standard size	
	12	рс	Door Mats	Rubber material	
	12	pc	Feather Duster	Cotton material, with wooden handle	
	6	pc	Ceiling Broom	Std. size, wooden stem approx. 4 meter	
	12	рс	Hand Brush	Nylon bristle, std. size	
	12	pc	Polished Pad		
	4	pair	Hand rubber gloves		

B. Supplied monthly or replaced/replenished as necessary:

Qty	Unit	Item	Specification
8	рс	Soft Brooms	Plastic-made, standard
	_		size
10	рс	Stick Broom	Ting-ting, std. size
6	рс	Bowl Brushes/Mop	Round nylon bristle, with
	1	_	wooden handle
6	рс	Mop Heads	Thread no. 40 (400gms.)
1	box	Steel Wool	#0 grade, 200 gms. net
			contents, 16 pads/pack
2	gal	Liquid glass cleaners	any brand
1	gal	Muriatic acid	any brand, commercial
			grade
2	gal	Toilet Disinfectant &	any brand
		deodorizer	
4	kg	Toilet cleaners	any brand, powder form
32	pc	Deodorant cakes	any brand, small size
1	pail	Floor (vinyl) wax	any brand
1	gal	Wax stripper	any brand
1	gal	Marble Wax	any brand
1	lit	Spot & Stain Remover	any brand
1	gal	Furniture Polish	any brand
1	can	Metal polish	small can, 14 oz/can
2	gal	Air Freshener	any brand
1	gal	Carpet Shampoo	any brand
4	pc	Door Mats	any brand
2	kg	Stopa	Round small rug
100	pc	Trash Bags for garbage	XXL
		disposal	
4	yard	Rags/Planela	Sufficient quantity of
			rags for wiping, to be
			used by each
			janitor/janitress
8	pc	Sponge	
2	gal	Liquid hand soap	
40	pc	Albatross care	
2	gal	All purpose cleaner	
3	Pcs	Mop head	
7	kg	Powder soap	
10	gal	Liquid detergent	

Item			Specification	Statement of Compliance
	1	gal	Sanitizers	
	200	roll	Tissue paper	
	16	рс	Hand soap bar	
	1	gal	Disinfectant	
	1	gal	Dishwashing liquid	
	4	pc	Deodorizer spray	
	1	gal	Furniture polish	
	time to implem individu  The Corenough insuffic	ensure t ents for ual set o ntractor for sche	swill be subject to inspection by CatSU from time to that there are sufficient quantities of materials and cleaning at all times and that each worker shall have an of basic cleaning paraphernalia to use.  shall ensure delivery in amounts or number sufficient eduled cleaning activities. In the event that there is aning materials delivered, CatSU may buy the same, ction from the total amount due to the contractor.	
III		E OF W		
	The Co 6:00 a.r	ntractor m. to 7:0	shall provide janitorial services that will work from 00 p.m. or 6:00 a.m. to 3:00 p.m. (first shift), 10:00 a.m. econd shift) from Monday to Fridays including Holidays.	
	cleaning instructions and with directives.  b. Conduct inspection to premises and inform his. c. Determine materials, sugarthe requirements. d. Train subordinate on present and instructions and information in the premise and information in the premise and instructions are also also also also also also also also		inspection to check cleanliness and orderliness of the and inform his/her subordinates of corrections necessary. ne materials, supplies needed and timely inform CatSU of	
	the off	ice prer *House	personnel shall maintain the cleanliness and orderliness of mises in accordance with the *Service Level Agreement ekeeping Plan to be submitted by the Contractor during the mentation, taking into account the following:	
	b. F c. F d. F s (A	Preserva Proper con Reportinustairs and CatSU (Administ Miscella ogistica office fu	on of CatSU properties from damage or destruction in on with the janitorial activities rendered. tion of confidentiality of CatSU records. ollection and disposal of garbage. It is good all broken fixtures in the comfort rooms, hallways, do other observations which require immediate attention of Officials, the BGS, Chief Administrative Officer, VP-trative & Financial Affairs. In the comfort rooms are required (i.e. assistance during meetings and conferences, hauling of traiture, fixtures and equipment, and other errand works (SU premises).	
	with r	espect	rovide specific work assignments to the assigned janitors to minute details of the work, such as the number of esses to be assigned per shift, areas to be cleaned (or areas	

Item	Specification	Statement of Compliance
	of responsibility), and other minute details that CatSU may deem necessary as called for any situation, or janitorial requirements as advised by the Agency with approval of the CatSU.	Companie
IV	HOUSEKEEPING PLAN	
	The expected standard after cleaning and waste collection is as follows:	
	<ul> <li>A. Common areas/Office areas/halls/rooms/ stairways/ pantry</li> <li>All surfaces, fixtures and fittings, up to normal cleaning height, should be free from dust, stains and debris. Papers, files and electronic equipment will not be removed or adjusted while cleaning (where applicable), unless prior permission has been obtained from the employee concerned</li> <li>B. Washrooms and toilets</li> <li>All surfaces, fixtures and fittings, up to normal cleaning height,</li> </ul>	
	<ul> <li>should be free from dust, stains and debris</li> <li>All sanitary fittings should be free from grime, dirt and smear.</li> </ul>	
	Daily Routine Operations:  1. Reporting to each respective assigned area.	
	<ol> <li>Keporting to each respective assigned area.</li> <li>Sweeping, cleaning and polishing of all floors, including lobbies, stairways, landings, sidewalls, doors, partitions, corridors, ceilings.</li> </ol>	
	<ul><li>3. Scooping off sticky substances or picking-up with dustpan litters and dirt scattered on the floor/premises.</li><li>4. Mopping the floor with damp mop head and finish cleaning with</li></ul>	
	clean and dry mop head.  5. Cleaning the grounds, the periphery of all entrances, parking lots.  6. Maintaining cleanliness and neatness of all rooms.	
	7. Cleaning, waxing, polishing, shampooing tables, chairs, furniture, fixtures, equipment (computer screen, keyboards, calculator, telephone, desk lamp, filing cabinets etc.) artworks, counters, floors walls, windows, vertical and horizontal areas and ceiling.	
	<ol> <li>Cleaning, sanitizing and disinfecting of all comfort rooms, wash rooms, urinals, and toilet bowls. Supplies such as toilet disinfectants, toilet papers and liquid soap must be replenished as</li> </ol>	
	required.  9. Providing water for toilets and maintaining its upkeep 10.Emptying waste bins and washing out, if required. 11.Watering indoor plants.	
	<ul><li>12.Putting rooms, furniture in order such as the tables, chairs etc. and maintaining its upkeep.</li><li>13.Performing other duties as assigned other than janitorial services.</li></ul>	
	Weekly Operations:  1. Cleaning of driveways, parking area, roof tops and surroundings.	
	<ol><li>Washing and cleaning of interior and exterior window glass and panels.</li></ol>	
	<ol> <li>Cleaning &amp; vacuuming of carpets and tiles.</li> <li>Inspection and eradication/removing of cobwebs in the ceiling of rooms, exits, stairways and likely places.</li> <li>Maintenance of gardens and plants at parking and flag ceremony</li> </ol>	
	<ul><li>area</li><li>Grass cutting at the social facilities area.</li><li>Washing of tables and benches at the social facilities area.</li></ul>	

Item	Specification	Statement of Compliance
	8. Bringing out indoor plants 9. Machine scrubbing and buffing hard floors 10. Washing dirt and stain marks in the walls	
	<ol> <li>Monthly Periodic Operations:         <ol> <li>Cleaning of light diffusers. This involves removal, dusting or cleaning of stains on ceilings of diffuser receptacles.</li> <li>Spot scrubbing of dirt outside the walls of rooms. This involves scrubbing of spots, stains or smudges on interior walls and outside walls which may require the use of chemicals or detergents to restore the original luster.</li> </ol> </li> <li>Reporting damage building accessories and furniture for replacement or repair. This requires inspection of fixtures, gadgets, furniture and similar items. Result of inspection can be reported to CatSU Officials, Building &amp; Grounds Services/Office of the Chief Administrative Officer/VP for Administrative &amp; Financial Affairs for appropriate action.</li> <li>Scrubbing and waxing of floor areas, lobbies, stairways, fire exit ways and landings. These areas are to be scrubbed with suds, dried, waxed and polished.</li> <li>Pressurized washing of exterior walls.</li> <li>Cleaning roof decks of the building. This involves sweeping off dust and collection and disposal of dry leaves and other waste materials that may obstruct the flow of water into drains or downspouts.</li> <li>Waxing of desk, chairs and tables.</li> </ol>	
	Quarterly Operations: Shampooing of floors, lobbies, stairways, post/columns, desks, chairs, tables, draperies, glassworks, and walls. Shampooing involves the use of proper detergents to remove dirt or stains, without damaging original color. Furniture and other fixtures shall be completely shampooed, dried, and polished. This operation is aimed at complete cleaning of the areas of the building being utilized in daily office routine work.	
V	PERFORMANCE CRITERIA  The Contractor shall maintain a satisfactory level of performance throughout the term of the contract based on the following performance criteria:	
	<ul> <li>a. Quality of Work/Service delivered</li> <li>b. Time Management</li> <li>c. Management &amp; suitability of personnel</li> <li>d. Contract administration and management</li> <li>e. Provision of regular progress reports</li> <li>f. Attentiveness and presence of mind</li> <li>g. Compliance with CatSU instructions and policies.</li> </ul>	
	The above criteria shall be used to assess quarterly the level of performance of the Contractor and its Janitorial Personnel as basis of continuity of the contract. Should the Agency gets two (2) consecutive "Satisfactory" Ratings, it shall be considered a ground for the termination of their contract with the CatSU.	

Item	Specification	Statement of Compliance
	Any janitor considered undesirable by CatSU shall be immediately replaced by the Contractor upon written request by the Administrator or his duty authorized representative.	
VI	OTHER DUTIES OF CONTRACTOR	
	The Contractor shall provide janitors/janitress their uniform, I.D., cleaning tools and work equipment, and other necessary paraphernalia used in carrying out the required janitorial services.	
	The Contractor shall provide the personnel with appropriate uniforms, protective gear, if necessary, and ensure that they shall observe proper personal hygiene and appear neat and clean at all times.	
	The Contractor shall ensure that safety be the first priority in the performance of its functions, and avoid the creation of safety hazards both in the condition of the work performed and while doing the work.	
	The Contractor shall be duly licensed and registered with the appropriate Government Agencies including the Social Security System.	
	The contractor shall pay the wages, salaries or compensation of the janitors in accordance with the provisions of the Minimum Wage Law. The payment shall be made, even if, for some reason or the other, the Contractor fails to collect on time from CatSU.	
	The janitors to be assigned shall have full coverage of medical and risk insurance by the Contractor.	
	The Contractor holds CatSU free and harmless from any claim whatsoever from its janitors and personnel.	
VII	OTHER TERMS AND CONDITIONS	
V.11	The Contractor's personnel shall be provided with uniforms and ID cards for their identifications and that they shall be subject at all times to onthe spot search upon entering, leaving or during their stay inside the CatSU campus. Contractor shall, therefore always provide CatSU of an updated list of its personnel assigned thereat.	
	The Contractor hereby acknowledges that no authority has been conferred upon it by CatSU to hire any person or persons in behalf of CatSU, and it is understood that each person or persons employed or utilized by the Contractor in carrying out the janitorial services shall be paid by and considered as exclusive employee or agent of the Contractor and as such CatSU shall not be responsible whatsoever for any claim or claims for personal injury, wages, damages, including death, caused to the Contractor and/or its personnel themselves or third persons, where such injury or death arises out of, or in the course of the performance of the duties of the janitors.	
	During the duration of the Contract, CatSU reserves the right to effect changes in the assignment/deployment/ number of janitors anytime during the contract period through written notice to the Contractor. CatSU may decrease the number of janitors as may be necessary and reserves the right to increase, reduce, or limit the scope of services of the Contractor. Likewise, CatSU reserves the right to require the Contractor to absorb the existing janitorial personnel so as not to hamper the	

Item	Specification	Statement of
	efficiency of public service. In such event, any corresponding adjustment in the cost shall not exceed the contract price.	Compliance
	CatSU, in case of disagreement or controversy regarding the restitution of any CatSU property lost, damaged or destroyed during the term of the Contract, shall create an Investigation Board composed of two (2) officials from the CatSU and one (1) from the Agency whose decision shall be final unless otherwise reversed by the Administrator. Immediately after it has been determined that Agency is at fault, the Agency shall immediately pay CatSU the cost of the lost items; otherwise, CatSU shall withhold such amount from the Agency's billings.	
	CatSU shall have the absolute right to give instructions for proper safeguarding and protection of the persons, places and things of CatSU from time to time. CatSU may promulgate the specific janitorial functions of the Agency during the life of the Contract.	
	To guarantee payment for losses and/or damages to property, the winning bidder/agency shall post a Performance Security in favor of CatSU.	
	To answer wages due to the janitors/janitress should the winning agency fail to pay the same, a wage security from the GSIS or other government banks such as Land Bank of the Philippines (LPB) shall be posted by the agency in favor of CatSU in an amount equivalent to three (3) months of labor cost of their personnel in their respective area of responsibility.	
	The performance and wage securities shall be callable on demand and shall have a validity period equivalent to the duration of the contract including its renewal or extension, if any, plus three (3) months.	
	In case of change in the contract price arising from reduction of the janitorial force, the aforementioned sureties shall be accordingly reduced.	
	If the Contractor fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring entity shall rescind the Contract without prejudice to other courses of action and remedies open to it.	
VIII	PAYMENT TERMS	
	The Janitorial Services Agency shall bill CatSU twice a month, preferably every 15 <sup>th</sup> and 30 <sup>th</sup> day of each month for services actually rendered by the janitors/janitress. For this purpose, the agency shall submit payroll records of the janitors with their names, hours of work rendered and certification that the janitors, whose name appears therein, actually and truly rendered their services for the particular billing period. Non-compliance thereon gives CatSU the right to disallow payment of	

Item	Specification	Statement of Compliance
	the bill; and any falsehood or misrepresentation in the certification shall constitute breach of the Contract, which is a ground for termination thereof.	
	Payment shall be made within ten (10) working days upon complete submission by the Contractor of the following documents:  a. DTRs of all janitors signed by supervisor or his/her duly authorized representative.  b. Proof of previous months' remittance to the SSS, Phil-Health, and Pag-IBIG, together with a transmittal sheet stamped received by the foregoing, as well as such other relevant documents that may be required by the DBM.  c. Invoice of billing or statement of account for the period covered.	
	Thereafter, payment shall be made upon certification by CatSU that the services were rendered by the Contractor in accordance with the terms and conditions of the Contract.	
IX	The contract shall be for a period of four (4) months commencing upon receipt of Notice to Proceed subject to the result of the periodic/quarterly/monthly performance evaluation of the Janitorial Agency before the end of the term to ensure compliance with the technical specifications, as well as the other terms and conditions imposed by CatSU during the contract period. Should the Janitorial Services Agency fails to maintain a satisfactory performance based on the set of performance criteria stated below, CatSU may pre-terminate the Contract for failure by the agency to perform its obligation following the procedure prescribed under the guidelines on termination of contract.	

are true and correct, otherwise,	t of compliance to the foregoing technical s if found to be false during bid evaluat rise to automatic disqualification of our bid	ion or post-
Name of Company	Signature over Printed Name of	Date

### **Bid Securing Declaration Form**

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

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

# **BID SECURING DECLARATION Project Identification No.:** [Insert number]

To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

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

### **Omnibus Sworn Statement (Revised)**

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES	)		
CITY/MUNICIPALITY OF	)	S.	S

#### **AFFIDAVIT**

- I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:
- 1. [Select one, delete the other:]

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. [Select one, delete the other:]

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable;)];

- 3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
- 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- 5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
- 6. [Select one, delete the rest:]

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- 9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
- 10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

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

## **Bid Form for the Procurement of Goods**

shall be submitted with the Bid

	BID FOR	Date:						
To: Dr. Lily P. Custodio BAC Chairperson Catanduanes State Unive Virac, Catanduanes	ersity							
Having examined the Pl or Bid Bulletin Numbers undersigned, offer to <i>supply</i> a said PBDs	, the receipt of	which is hereby	duly acknowled	ged, we, the				
[Php] for computational errors, and attached herewith and made such as, but not limited to: [income tax, (iii) local taxes, or in the Price Schedules,	part of this Bid. The specify the applicable	ons in accorda total bid price: e taxes, e.g. (i)	nce with the Price includes the cost <i>yalue added tax</i>	e Schedules of all taxes, c (VAT), (ii)				
If our Bid is accepted, v	we undertake:							
•	oods in accordance venents of the Philippi		-					
	<ul> <li>To provide a performance security in the form, amounts, and within the times prescribed in the PBDs;</li> </ul>							
	Bid Validity Period any time before the ex	•		hall remain				
[Insert this paragraph Commissions or gratuit and to contract execution if v	ties, if any, paid or to	be paid by us	to agents relating					
Name and address of agent	Amount and Currency		rpose of sion or gratuity					
(if none, state "None	e")							

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

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

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

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

Name:
Legal Capacity:
Signature:
Duly authorized to sign the Bid for and behalf of:
Date:

# Price Schedule for Goods Offered from Abroad

[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad											
Name	of Bidder					Page of					
1	2	3	4	5	6	7	8	9			
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)			
Legal Signa	Capacity:			r and behalf of							

# Price Schedule for Goods Offered from Within the Philippines [shall be submitted with the Bid if bidder is offering goods from within the Philippines]

## PROCUREMENT OF FOUR (4) MONTHS JANITORIAL MANPOWER SERVICES

iva	me of B	lidder:		Project ID No.: <u>2023-026</u>			Page of				
1	2	3	4		5	6	7	8	9	10	
Item	Measure	Brief Description	QTY	ABC/Unit	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)	
1	lot	Janitorial Manpower Services	1	1,831,218.59							
_											
-			+								
			+								
-			+-+								
			+								
_			+								
			+-+								
				LOT EVA	LUATION						
Nar	Name:										
Leg	Legal Capacity:										
Sign	Signature:										
Duly	Duly authorized to sign the Bid for and behalf of:										