



University of the Philippines Visayas
Miagao, Iloilo

PHILIPPINE BIDDING DOCUMENTS PROCUREMENT OF GOODS

PROJECT TITLE:

**JANITORIAL SERVICES FOR A PERIOD
OF ONE (1) YEAR (2025-2026) IN UP
VISAYAS CAMPUSES (ILOILO CITY,
MIAGAO, AND PANDAN, ANTIQUE)
(ITB-2024-026)**

16 December 2024

Preface

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

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

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

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

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

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

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	4
Section I. Invitation to Bid.....	7
Section II. Instructions to Bidders.....	10
1. Scope of Bid	11
2. Funding Information.....	11
3. Bidding Requirements	11
4. Corrupt, Fraudulent, Collusive, and Coercive Practices.....	11
5. Eligible Bidders.....	11
6. Origin of Goods	12
7. Subcontracts	12
8. Pre-Bid Conference	12
9. Clarification and Amendment of Bidding Documents	12
10. Documents comprising the Bid: Eligibility and Technical Components	12
11. Documents comprising the Bid: Financial Component	13
12. Bid Prices	13
13. Bid and Payment Currencies	14
14. Bid Security	14
15. Sealing and Marking of Bids	14
16. Deadline for Submission of Bids	14
17. Opening and Preliminary Examination of Bids	15
18. Domestic Preference	15
19. Detailed Evaluation and Comparison of Bids	15
20. Post-Qualification	16
21. Signing of the Contract	16
Section III. Bid Data Sheet	17
Section IV. General Conditions of Contract	19
1. Scope of Contract	20
2. Advance Payment and Terms of Payment	20
3. Performance Security	20
4. Inspection and Tests	20
5. Warranty	21
6. Liability of the Supplier	21
Section V. Special Conditions of Contract	22
Section VI. Schedule of Requirements	27
Section VII. Technical Specifications	28
Section VIII. Checklist of Technical and Financial Documents	29

Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



UNIVERSITY OF THE PHILIPPINES VISAYAS
Bids and Awards Committee
Miagao, Iloilo

INVITATION TO BID FOR JANITORIAL SERVICES FOR A PERIOD OF ONE (1) YEAR (2025-2026) IN UP VISAYAS CAMPUSES (ILOILO CITY, MIAGAO, AND PANDAN, ANTIQUE) (ITB-2024-026)

1. The *UNIVERSITY OF THE PHILIPPINES VISAYAS*, through the NEP intends to apply the sum of Php20,955,735.79 being the ABC to payments under the contract for “JANITORIAL SERVICES FOR A PERIOD OF ONE (1) YEAR (2025-2026) IN UP VISAYAS CAMPUSES (ILOILO CITY, MIAGAO, AND PANDAN, ANTIQUE) (ITB-2024-026)”. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *UNIVERSITY OF THE PHILIPPINES VISAYAS* now invites bids for the above Procurement Project. Delivery of the Goods is required by 01 May 2025, for a duration of one (1) year. Bidders should have completed, within 5 years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from *UNIVERSITY OF THE PHILIPPINES VISAYAS* and inspect the Bidding Documents at the address given below during Monday – Friday, 9:00AM – 4:00PM except official holidays.
5. A complete set of Bidding Documents may be acquired by interested Bidders on *16 December 2024* from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of *Twenty Thousand Pesos (Php 20,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees by presenting the UPV Official Receipts (OR) of by sending a copy to the UPV BAC official email address.

Payment may be sent through:

Bank: Land Bank of the Philippines, Miag-ao Branch

Account No: 3052 1015 13
Account Name: UP VISAYAS

Deposit slips/proof of payment must be sent to bac@upv.edu.ph for confirmation.

6. The *UNIVERSITY OF THE PHILIPPINES VISAYAS* will hold a Pre-Bid Conference¹ on 10:30AM, 23 December 2024 at CM12, College of Management Bldg., UP Visayas, Iloilo City and/or through video conferencing or webcasting via ZOOM (Meeting ID: 879 737 7116 Passcode: upvbac2022), which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before 10:30AM, 10 January 2025. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on 10:30AM, 10 January 2025 at the given address below and/or via ZOOM (Meeting ID: 879 737 7116 Passcode: upvbac2022). Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. *No instructions.*
11. The *UNIVERSITY OF THE PHILIPPINES VISAYAS* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

BAC Official Address:	Venue for Pre-Bidding Conferences and Opening of Bids:
<i>MS. ARLENE N. AVANCENA Chair, Bids and Awards Committee SPSO, Administrative Services Bldg., UNIVERSITY OF THE PHILIPPINES VISAYAS Gen. Luna St., Iloilo City 5000 (033) 315 9632 loc 181 or 0917 147 5733 bac@upv.edu.ph</i>	CM12, College of Management Bldg., UP Visayas, Iloilo City

13. You may visit the following websites:

For downloading of Bidding Documents: *upv.edu.ph*

Date of Issue: _____

ARLENE N. AVANCENA
BAC Chair

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, *UNIVERSITY OF THE PHILIPPINES VISAYAS* wishes to receive Bids for the JANITORIAL SERVICES FOR A PERIOD OF ONE (1) YEAR (2025-2026) IN UP VISAYAS CAMPUSES (ILOILO CITY, MIAGAO, AND PANDAN, ANTIQUE) (ITB-2024-026).

The Procurement Project (referred to herein as “Project”) is composed of One (1) Lot the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *NEP* in the amount of Php20,955,735.79.

2.2. The source of funding is:

NGA, the National Expenditure Program.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

- 7.1. The 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 at CM12, College of Management Bldg., UP Visayas, Iloilo City at 10:30AM, 23 December 2024 and through videoconferencing 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 5 years prior to the deadline for the submission and receipt of bids.

- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

- ii. The price of other (incidental) services, if any, as listed in the **BDS**.

13. Bid and Payment Currencies

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

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

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration² 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 *120 days after the date of opening of bids*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

² In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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 (1) Lot

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. <i>Janitorial services.</i> b. completed within 5 years prior to the deadline for the submission and receipt of bids.
7.1	<i>Subcontracting is not allowed.</i>
12	The price of the Goods shall be quoted DDP at <i>UP Visayas, Miagao, Iloilo</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than <i>Php419,114.72 equivalent to two percent (2%) of ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than <i>Php1,047,786.78 equivalent to five percent (5%) of ABC</i> if bid security is in Surety Bond.
19.3	<i>Project shall be awarded as one (1) lot.</i>
20.2	<i>All applicable licenses and permits relevant to the Project are required.</i>
21.2	<i>No further instructions.</i>

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p><i>All requirements are listed in the technical specifications and terms of reference.</i></p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to this Contract are delivered <i>UP Visayas, Miagao, Iloilo</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is: <i>Engr. Mario M. Morano / Engr. Meg Bryan Gicana</i> <i>CDMO, UP Visayas, Miagao, Iloilo</i></p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p>

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:

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 (NA).

Spare parts or components shall be supplied as promptly as possible, but in any case, within (NA) months 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:

	<p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p>

	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.
	Regular and Recurring Services – No further instructions.
2.2	Monthly processing of Agency’s billing.
4	The inspections and tests that will be conducted are: <i>Janitorial services evaluation mechanism of UPV</i>

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	JANITORIAL SERVICES FOR A PERIOD OF ONE (1) YEAR (2025-2026) IN UP VISAYAS CAMPUSES (ILOILO CITY, MIAGAO, AND PANDAN, ANTIQUE) (ITB-2024-026)	1	20,955,735.79	1 Year to commence on 01 May 2025

Section VII. Technical Specifications

Technical Specifications

Additional documents for submission with the bid:

- **Questionnaire for Prospective Bidders duly accomplished and notarized (see attached template)**
- **Certificate of Site Inspection**
- **Detailed Maintenance Plan**

Item	Specification	Statement of Compliance
1	<p>JANITORIAL SERVICES FOR A PERIOD OF ONE (1) YEAR (2025-2026) IN UP VISAYAS CAMPUSES (ILOILO CITY, MIAGAO, AND PANDAN, ANTIQUE) (ITB-2024-026)</p> <p>See Terms of Reference.</p>	<p><i>[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.]</i></p>



**UNIVERSITY OF THE PHILIPPINES VISAYAS
MIAGAO, ILOILO**

TERMS OF REFERENCE

**PROJECT : JANITORIAL SERVICES FOR A PERIOD OF ONE (1) YEAR (2025-2026)
IN UP VISAYAS CAMPUSES (ILOILO CITY, MIAGAO, AND PANDAN, ANTIQUE)
OWNER : UNIVERSITY OF THE PHILIPPINES VISAYAS
ADDRESS : MIAGAO, ILOILO
APPROVED BUDGET FOR THE CONTRACT: P 20,955,735.79**

I. PURPOSE:

The maintenance and upkeep of various buildings and facilities of the University of the Philippines Visayas in Miag-ao, UPV Antique Extension and Iloilo City Campuses is imperative. The University, however, lacks regular manpower to perform the job. Therefore, the University propose to enter into an agreement with an agency engaged in providing janitorial services.

II. MINIMUM QUALIFICATION REQUIRED:

The JANITORIAL AGENCY should be registered under DOLE Department Order No. 174, Series of 2017 and licensed to engage in the business of cleaning, janitorial services, sanitation and related services.

III. SCOPE OF WORK:

III.A Janitorial Services

DAILY ROUTINE OPERATIONS FOR JANITOR/JANITRESS

1. Sweeping, mopping, spot scrubbing and polishing of all floors. Areas where heavy traffic occurs, including the main lobby, entrance ways, waiting areas, elevator cars and comfort rooms shall be serviced **continuously during hours of public use to guarantee cleanliness.**
2. Cleaning and sanitizing of toilets and restrooms, including the washbasins, urinals and toilet bowls, using adequate and effective cleaning agent except muriatic acid to include. Checking and reporting of defective plumbing fixtures and leakage in water closets and faucets and record on log book provided
3. Fogging of toilets and hallways with deodorants.
4. Dusting and cleaning of horizontal and vertical surfaces including furniture.

5. Dusting, polishing and cleaning of all glass tops, glass doors, glass partitions, inside windows ledges, air vents, partitions and bass attachments which require daily attention.
6. Sweeping of cobwebs and removing of fingermarks on the walls and ceiling where necessary.
7. Maintenance/watering of ornamental plants.
8. Sweeping of sidewalks and surroundings.
9. Checking of water faucets, water apparatus, lights and electricity-run equipment.
10. Disinfection of work areas and frequently handled and touched objects such as toilets, door handle or door knob, countertops, switches and tables at least once every two (2) hours with disinfectant solution of 1:10 bleach and water dilution. Collection of solid wastes in every room and hallway and proper disposal into collection container assigned to every building.
11. Cleaning of 3 meters easement area OR as specified by CDMO reckoned from the perimeter wall of the building from solid waste like plastics, papers, grass etc..
12. Feeding and maintain the sanitation of the stray animals holding shelter (cages) at UPV campuses.

Sequence of Activities

TIME	ACTIVITIES
First 2 Hours in the Morning	Sweeping of floors Dusting of tables, chairs, shelves, and cabinets Cleaning of toilets Mopping of floors as often as necessary
Third Hour in the Morning	Cleaning of hallways and stairs
Fourth Hour in the Morning	Cleaning and mopping of floors of toilets as often as necessary
NOON BREAK	
First 2 Hours in the Afternoon	Checking/cleaning of toilets and hallways
Third Hour in the Afternoon	Cleaning of easement area
Fourth Hour in the Afternoon	Collection and disposal of solid waste. Closing of windows & doors

WEEKLY PERIODIC OPERATIONS

1. Washing, scrubbing and polishing of all floors and stairways.
2. Washing of inside glass windows, partitions and doors.
3. Dusting of light fixtures suspended from the ceiling venetian blinds and drape
4. Cleaning, waxing and polishing of all office furniture and fixtures, counters, refrigerators, stoves, etc. Furniture such as davenport and chairs, showing signs of soil due to any cause will be washed and cleaned. **Laboratory equipment, tools, chemical containers and other equipment that require specialized maintenance shall be excluded in the scope of work of the janitors.**
5. Cultivation of plants.
6. Polishing of all metal signs.
7. Vacuum cleaning of draperies and carpets.
8. Disinfections of offices, buildings, and other facilities of the University.
9. Trimming of grasses & plants. Removal of organic waste within the 3 meters easement area or as specified by CDMO.
10. Cleaning of carpets and rugs with vacuum cleaner

MONTHLY PERIODIC OPERATIONS

1. General cleaning of all exterior's glasses and ledges.
2. Thorough general cleaning of all areas covered by this contract.
3. Cleaning of diffusers, light, venetian blinds and other fixtures as may be indicated by the UP Visayas.
4. Washing of windows using high pressured sprayer.
5. Washing and shampooing of carpets & rugs.
6. Planting/Maintenance of ornamental plants as requested.
7. Cleaning and de-clogging of roof, roof decks, gutters and downspouts.

MISCELLANEOUS SERVICES

1. Shampooing of carpets and furniture in fabric quarterly or as may be indicated by UP Visayas.
2. Assistance in the undertaking of necessary repairs, re-varnishing, repainting, construction or improvement of shelves and other furniture or renovations as maybe requested by UP Visayas.

3. Hauling of office furniture and equipment.
4. Report of needed repairs such as leaking of pipes and faucets.
5. High-pressure washing of the outside portion of the building.
6. Provide free indoors plants at the ground floor lobbies.
7. Provision of tissue papers and hand wash for VIP rooms.

IV. GENERAL CONDITIONS

1. That in order to carry out the maintenance, janitorial and sanitation services, the JANITORIAL AGENCY shall furnish its personnel with all the necessary equipment, supplies and materials for its own account but the cost of electricity and water shall be for the account of UP Visayas. All the supplies of the JANITORIAL AGENCY shall be turned over on a quarterly basis to the CDMO Authorized Representative for monitoring/safekeeping based on the bid details of the JANITORIAL AGENCY.
2. UP Visayas shall provide a space where aforementioned equipment and materials of the SERVICE AGENCY shall be stored. UP Visayas may inspect the above at any time through its duly authorized representative. The SERVICE AGENCY may hold UP Visayas free from any liability arising from loss or damage of such materials and equipment.
3. For the performance of the janitorial and general services, the SERVICE AGENCY shall furnish the services of healthy, reliable, honest, professionally trained and carefully selected personnel who have the necessary adequate Medical (including drugs test), NBI or Police Clearances composed of the following;
4. Eighty (80) janitors to work eight (8) hours a day, six (6) days a week, from Mondays to Saturdays except holidays to be deployed as specified in ANNEX I.
5. The JANITORIAL AGENCY shall coordinate with the Campus Development and Maintenance Office in the hiring process of its personnel to be deployed in UPV Campuses. Existing personnel shall be given priority or retained if possible. Only those who are physically fit to work as certified by the UPV Physician or approved equivalent shall be hired. Bona fide residents of the locality where the campuses are situated should be given preference.
6. This number may be increased or decreased depending upon the exigencies of the service or the needs of the janitorial services as may be determined by the UP Visayas based on the rates as shown in the attached Approved Budget for the Contract through a written request of

the Chancellor of UP Visayas or his authorized representative.

7. The performance of the JANITORIAL AGENCY shall be rated based on a prescribed set of performance criteria on a monthly basis. UP Visayas may also conduct an overall annual assessment or evaluation of the performance of the JANITORIAL AGENCY. Based on the assessment, UP Visayas may pre- terminate the contract for the failure of the JANITORIAL AGENCY to perform its obligations and to conform on the standards of UP Visayas. UP Visayas may, however, renew the contract on a monthly basis up to a maximum duration of one (1) year, subject to performance evaluation and compliance with the Revised Implementing Rules and Regulations (RIRR) of Republic Act No. 9184.
8. The JANITORIAL AGENCY's personnel shall be provided with adequate uniforms and appropriate Identification Cards at the expenses of the AGENCY, which shall be worn by the janitors at all times for proper identification.
9. The JANITORIAL AGENCY shall provide relievers and/or replacement at all times in case of absence of its personnel. Overtime work rendered by janitors and supervisors during special occasion such as jobs fair, anniversaries and other special events shall be subject to prior authorization by the concerned Head of Office and availability of funds.
10. The Supervisor of the janitors and general services personnel shall receive instructions regularly from the UP Visayas representative, i.e. rotation of janitor's areas for further improvement to effectively and efficiently provide the sanitation, maintenance and janitorial services for the university. The Supervisor may likewise be replaced or subjected to rotation upon recommendation of the UP Visayas representative.
11. The Agency Supervisor shall submit to the Chief of the Campus Development Office (CDMO), a list of persons to perform the job indicating their definite assignment. Said official shall be duly informed of any change of assignment of personnel.
12. Each of the JANITORIAL AGENCY's personnel shall personally punch-in and out his/her daily time card to enter his/her true and correct time entries on logbook of the daily attendance of such personnel. The absences and undertime to be incurred by any of them shall be deducted from the monthly payment of services rendered pursuant to the provisions of this TOR directly in proportion to the agreed contract rate.
13. The personnel of the JANITORIAL AGENCY will be subjected to on-the-spot search by the UP Visayas duly hired guards or security men on duty whenever necessary.
14. The JANITORIAL AGENCY shall be liable for all losses and/or damages to UP Visayas, properties caused by or arising out of the performance of janitorial services through negligence, dishonesty, inefficiency and/or

such other faults of its employees including those which shall be suffered by UP Visayas, offices and agencies and/or tenants and employees thereof housed within the campus. It is expressly understood, however, that the JANITORIAL AGENCY shall not be liable for losses and/or damages incurred by the university due to fortuitous events except when the JANITORIAL AGENCY's employees commit acts inimical to UP Visayas during fortuitous events. Accordingly, the university shall not be responsible for any and all claims for personal injury or damage, including death, caused either to any of the janitors or any third person where such injury or death arises out of or in the course of, the lawful performance of janitorial functions of said janitors. It must be stressed however, that it is the responsibility of the JANITORIAL AGENCY to closely supervise, coordinate, control and monitor the discharge of the duties by the janitors in accordance with the terms of this TOR.

15. The JANITORIAL AGENCY shall not be liable for loss and/or damage relating to the provisions on this contract which are not reported verbally or in writing within seven (7) working days from the time the same reached the UP Visayas knowledge.
16. UP Visayas shall not be liable for personal obligations or indebtedness of the janitors assigned to its premises.
17. The JANITORIAL AGENCY shall comply with all existing labor laws, including minimum wage, 13th month pay, service incentive leaves with pay, SSS/ Philhealth/EC/PAG-IBIG Premium contributions and other mandatory benefits as prescribed by law for all its employees assigned to UP Visayas. For this purpose, the JANITORIAL AGENCY shall submit monthly upon presentation of the bill, a sworn certification that it has paid the wages, allowances and other monetary benefits of its employees assigned to UP Visayas in accordance with all labor laws and adjustments mandated.
18. The JANITORIAL AGENCY shall not collect any placement or other fees from its employees which do not have any legal basis. Any fee collected which was not explicitly included in the original contract shall be reported to and shall have prior approval with UP Visayas.
19. In addition to the aforementioned sworn certification, the JANITORIAL AGENCY shall submit a monthly payroll as proof of compliance that the employees assigned to UP Visayas have received or have been receiving their wages and other social legislations. Failure on the part of JANITORIAL AGENCY to submit the required sworn certification and monthly payroll shall emoluments to the concerned employees for services actually rendered.
20. UP Visayas shall pay the JANITORIAL AGENCY not later than the 15 days upon receipt of the complete billing statement. It is understood that upon presentation of the corresponding bill thereof a sworn certification shall be submitted to UP Visayas to the effect that the wages its employees including other emoluments and/or allowances due them for

the preceding month have all been paid.

21. It is understood that a portion of the above consideration equivalent to that amount to which the janitors and general services personnel are entitled by the way of salary or compensation shall be earmarked and set aside for such remuneration and shall be received by the JANITORIAL AGENCY from UP Visayas in trust only for said janitors/general services personnel.

22. The 13th month pay shall be paid semi-monthly by the JANITORIAL AGENCY to its janitors/general services personnel simultaneous with the payment of wages.

- At any time before the initial payment shall be made to the JANITORIAL AGENCY, the SERVICE AGENCY shall submit to the Chief of the Campus Development Office (CDMO) a list of persons to perform the job indicating definite assignment for each, together with copy of their latest pictures for the reference of UP Visayas. Said official shall be duly informed of any change of assignment of personnel. It is understood that the initial payment as well as subsequent payments to be made for the services of the JANITORIAL AGENCY under the Contract shall be contained in Bill of Collection accompanied by the following documents:

- Service Invoice
- Affidavit of Undertaking
- Letter Request: Request payment for services to include: Number of Janitor/Janitress, Period Covered and Amount
- Agreement
- Notice of Award
- Cost Proposal Breakdown
- Maintenance Plan for Janitorial Services
- SSS Electronic Contribution Collection List Summary (Payor's copy)
- SSS Remittance
- PhilHealth Remittance
- Pag-ibig Fund Official Receipt and Pag-ibig Remittance
- Monthly Report (Biometric print-out)
- Payroll Summary

23. Should there be any law passed increasing the minimum wage or requiring additional compensation in any form, the agreed consideration shall be automatically adjusted.

24. UP Visayas shall have the right to automatically terminate the contract in

case any of its stipulations and covenants are violated by JANITORIAL AGENCY upon notice to the latter. UP Visayas shall be entitled to damages as may be granted and/or awarded to it in the courts of law, and shall have the right to unilaterally renegotiate and/or award the unfinished services to another AGENCY in accordance with the Revised Implementing Rules and Regulations of Republic Act No. 9184 and related Government Procurement Policy Board (GPPB) Issuances.

25. The JANITORIAL AGENCY shall post a performance security in an amount equivalent to 10% if cash, cashier's/manager's check, bank draft/irrevocable letter of credit issued by a Universal or Commercial Bank, or 50% if surety bond of the total contract price to guarantee the payment of wages, salaries or compensation of its janitors and also for the faithful compliance with the terms, conditions and provisions of the Contract. It also understood and that Performance Bond set by the JANITORIAL AGENCY shall subsist until the expiration of the Contract and shall be answerable for whatever losses and/or damages that the DOLE or any of its officials and employees may incur or suffer.
26. There shall be no employee-employer relationship between UP Visayas and the JANITORIAL AGENCY as well as with the persons whom the JANITORIAL AGENCY may assign to perform the services subject of the contract. The JANITORIAL AGENCY hereby acknowledges that no authority has been conferred upon it by UP Visayas to hire any person on behalf of UP Visayas and that the persons assigned by the JANITORIAL AGENCY to perform the services called for under this TOR are not employees of UP Visayas and are not in any way or manner connected with or related to the UP Visayas. It is expressly understood and agreed that the persons to be assigned to UP Visayas shall remain the employees of the JANITORIAL AGENCY. As such, the JANITORIAL AGENCY warrants that it shall fully and faithfully comply with all laws, rules and regulations, existing or which may hereinafter be enacted, pertaining to employment of labor including but not limited to the requirement of the Labor Code, as amended, and the Social Security Act. The JANITORIAL AGENCY hereby warrants and holds UP Visayas free from any liability arising but of any accident that may befall the JANITORIAL AGENCY's employees while performing their duties at the UP Visayas premises.
27. The monthly salary which is to be paid directly to each janitor/general services personnel per the JANITORIAL AGENCY's cost breakdown be strictly carried out without deduction or qualifications, except for absences, undertime and the SSS Premium, PhilHealth, Pag-IBIG, EC contribution and state insurance share of the janitor and shall be paid through Automated Teller Machines (ATM), preferably through Land Bank of the Philippines. The JANITORIAL AGENCY shall be given a maximum period of one (1) month from the start of contract period to secure ATM accounts for regular janitors/general services personnel.
28. The JANITORIAL AGENCY should be financially capable such that is has sufficient/liquid assets to shoulder its current liabilities particularly the payment of salaries and benefits for at least two (2) months of their deployed

janitors/general services personnel to UP Visayas. The administrative cost and profit margin of the SERVICE AGENCY should not be less than ten percent (10%) and must be able to provide the salaries and benefits of the janitors/general services personnel when these falls due.

29. In case of tie among bidders, i.e. two or more of the bidders are determined and declared as the Lowest Calculated and Responsive Bidder, UP Visayas shall adopt the non-discretionary/non-discriminatory tie breaking method which is the draw lots method.
30. The bid price to be submitted shall be rounded off to two decimal places. (Verification/evaluation of bids will be thru manual computation).

V. PROVISIONS FOR EQUIPMENT, SUPPLIES AND MATERIALS:

Provisions for brand new equipment, supplies and material, including schedule of delivery of the same are specified in **ANNEX III**.

Supplies and materials shall have a monthly inventory. Materials delivered and extracted from the UPV assigned stock room shall be coordinated/ reported to the CDMO representative.

VI. ELIGIBILITY OF THE SERVICE PROVIDER

1. Duly licensed Filipino citizens/sole proprietorships.
2. Duly registered with the Regional Office of the Department of Labor and Employment where it principally operates.
3. Partnership duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines.
4. Corporations duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizen of the Philippines.
5. Cooperatives duly organized under the laws of the Philippines, and of which at least sixty percent (60%) belongs to the citizens of the Philippines.
6. Persons/entities forming themselves into a joint venture i.e. group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the joint venture concerned shall be at

least sixty percent (60%). For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their Joint Venture Agreement (JVA).

VII. ELIGIBILITY DOCUMENTS REQUIRED

1. Registration Certificate from the Securities and Exchange Commissions (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, or any proof of such registration as stated in the bidder is located.
2. Mayor's permit issued by the city or municipality where the principal place of business of the prospective bidder is located.
3. The Company's Audited Financial Statements (AFS) and Income Tax Return (ITR), showing respectively the company's total and current asset and liabilities and taxes paid, 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 or within the period as required by law.
4. Duly signed list of all its ongoing and completed 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, for the current and last three (3) years indicating the client's name and contact details and their performance ratings.
5. Tax Clearance Certificate.

VIII. OTHER REQUIREMENTS

1. Three (3) years of experience in janitorial services presented in written and duly notarized documents showing therein the following but shall not be limited to:
 - a. Record of previous engagement and quality of performance
 - a.1 Name of Client
 - a.2 Duration of the contract
 - a.3 Amount of the contract
 - a.4 No. of janitors and supervisors deployed per client
2. Organization set up of the firm
3. Resources
 - 3.1 Quantity and kind of equipment and supplies available
 - 3.2 Total Number of janitors and supervisors
4. Housekeeping plan (Janitorial Services)

5. Recruitment and Selection Process. The SERVICE AGENCY shall submit brief profile of the janitors to be deployed to UP Visayas upon receipt of the Notice to Proceed.
6. Uniform including design and other paraphernalia.

IX. BUDGETARY REQUIREMENTS (ANNEX IV)

TWENTY MILLION NINE HUNDRED FIFTY-FIVE THOUSAND SEVEN HUNDRED THIRTY-FIVE AND 79/100 PESOS (**P 20,955,735.79**).

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

Checklist of Technical and Financial Documents
JANITORIAL SERVICES FOR A PERIOD OF ONE (1) YEAR (2025-2026) IN UP
VISAYAS CAMPUSES (ILOILO CITY, MIAGAO, AND PANDAN, ANTIQUE) (ITB-
2024-026)

BIDDER: _____

Date: _____

<i>Member</i>	<i>Member</i>	<i>Member</i>	<i>Vice Chair</i>	<i>Chair</i>
---------------	---------------	---------------	-------------------	--------------

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages including “Annex A”) **in accordance with Section 8.5.2 of the IRR** (Annex “A” and all its attachments must be present and valid);

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

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

Class "B" Documents

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

Remarks: () **Complying** () **Non Complying**

II. FINANCIAL COMPONENT ENVELOPE

- (i) Original of duly signed and accomplished Financial Bid Form; **and**
 (j) Original of duly signed and accomplished Breakdown of Computation Cost per Janitor.

Remarks: () **Complying** () **Non Complying**



Statement identifying the Bidder's Single Largest Completed Contract similar in nature within the relevant period of five (5) years as provided in the bidding documents

Contract to be Bid: JANITORIAL SERVICES FOR A PERIOD OF ONE (1) YEAR (2025-2026) IN UP VISAYAS CAMPUSES (ILOILO CITY, MIAGAO, AND PANDAN, ANTIQUE) (ITB-2024-026)

Business Name : _____

Business Address: _____

Name of Client	a. Owner's Name b. Address c. Telephone Nos.	Title of the Project in the Contract	Nature of Work	a. Date Awarded b. Contract Effectivity c. Date Completed	Contractor's Role (whether sole contractor, subcontractor, or partner in a JV)		a. Total Contract Value at Award b. Total Contract Value at Completion c. Contract Duration
					Description	%	
<u>Government</u>							
<u>Private</u>							

Note: This statement shall be supported with:

1. Notice of Award and/or Contract
2. Notice to Proceed issued by the Owner
3. Owner's Certificate of Final Acceptance, Certificate of Completion, or Inspection and Acceptance Report
4. Constructors Performance Evaluation Summary (CPES) Final Rating, which must be satisfactory, if applicable

Submitted by : _____
 (Print Name and Signature)
 Designation : _____
 Date : _____

List of all Ongoing Government & Private Contracts including contracts awarded but not yet started
PROJECT: JANITORIAL SERVICES FOR A PERIOD OF ONE (1) YEAR (2025-2026) IN UP VISAYAS CAMPUSES (ILOILO CITY, MIAGAO, AND PANDAN, ANTIQUE) (ITB-2024-026)

Business Name : _____
 Business Address : _____

Name of Contract/ Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. a. Date Awarded b. Date Started c. Date of Completion	% of Accomplishment		Value of Outstanding Works/Undelivered Portion
			Description	%		Planned	Actual	
<u>Government</u>								
<u>Private</u>								

Note: This statement shall be supported with Notice of Award and/or Contract:

Total Cost

Submitted by : _____
 (Printed Name & Signature)
 Designation : _____
 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.: JANITORIAL SERVICES FOR A PERIOD OF ONE (1) YEAR (2025-2026) IN UP VISAYAS CAMPUSES (ILOILO CITY, MIAGAO, AND PANDAN, ANTIQUE) (ITB-2024-026)

To: *UNIVERSITY OF THE PHILIPPINES VISAYAS*

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]

STATEMENT OF CONFORMITY/COMPLIANCE

Project Title: JANITORIAL SERVICES FOR A PERIOD OF ONE (1) YEAR (2025-2026) IN UP VISAYAS CAMPUSES (ILOILO CITY, MIAGAO, AND PANDAN, ANTIQUE) (ITB-2024-026)

Item	Specification	Statement of Compliance
		<p><i>[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.]</i></p>

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 JANITORIAL SERVICES FOR A PERIOD OF ONE (1) YEAR (2025-2026) IN UP VISAYAS CAMPUSES (ILOILO CITY, MIAGAO, AND PANDAN, ANTIQUE) (ITB-2024-026) of the UNIVERSITY OF THE PHILIPPINES VISAYAS, 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 JANITORIAL SERVICES FOR A PERIOD OF ONE (1) YEAR (2025-2026) IN UP VISAYAS CAMPUSES (ILOILO CITY, MIAGAO, AND PANDAN, ANTIQUE) (ITB-2024-026) of the UNIVERSITY OF THE PHILIPPINES VISAYAS, 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, Procurement Agent if engaged, 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, Procurement Agent if engaged, 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, Procurement Agent if engaged, 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;
 - b. 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 JANITORIAL SERVICES FOR A PERIOD OF ONE (1) YEAR (2025-2026) IN UP VISAYAS CAMPUSES (ILOILO CITY, MIAGAO, AND PANDAN, ANTIQUE) (ITB-2024-026).
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]

**AUTHORITY OF SIGNATORY
SPECIAL POWER OF ATTORNEY**

I, _____, President of _____, a corporation incorporated under the laws of the Philippine Standard Laws with its registered office at _____, by virtue of Board Resolution No. _____ dated _____, has made, constituted and appointed _____ true and lawful attorney, for it

(Name of the Authorized Representative)

and its name, place and stead, to do, execute and perform any and all acts necessary and/or represent

(Name of the Company)

in the bidding of the project:

**JANITORIAL SERVICES FOR A PERIOD OF ONE (1) YEAR (2025-2026) IN UP VISAYAS CAMPUSES
(ILOILO CITY, MIAGAO, AND PANDAN, ANTIQUE) (ITB-2024-026)**
of the UNIVERSITY OF THE PHILIPPINES VISAYAS

as fully and effectively as corporation might do if personally present with full power of substitution and revocation and hereby confirming all that said representative shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of _____, 202__ at _____.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

BEFORE ME, a Notary Public for and in _____, Philippines, this ___ day of _____, 202__, personally appeared:

<u>NAME</u>	<u>CTC NO.</u>	<u>ISSUED AT/ON</u>
_____	_____	_____
_____	_____	_____

known to me and to me known to be the same person who executed the foregoing instrument consisting of _____ () pages, including the page whereon the acknowledgments is written and acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

Notary Public

Doc. No. _____
Page No. _____
Book No. _____
Series of _____.

Note: The Authority of the Signature is a requirement in the Technical Envelope. For Single Proprietorship, there must be an affidavit of the owner or a Special Power of Attorney; for Partnership, a partnership resolution from the General Manager or President; for Corporation, a board resolution with secretary's certificate; for Joint Venture, a resolution signed by all the joint-venture partners.
Name of the Procuring Entity: UNIVERSITY OF THE PHILIPPINES VISAYAS

**AUTHORITY OF SIGNATORY
SECRETARY'S CERTIFICATE
(For Corporation)**

I, _____, a duly elected and qualified Corporate
(Name of the Representative)
Secretary of _____, a corporation duly organized and
(Name of the Company)
existing under and by virtue of the law of the Philippine Standard Laws, DO HEREBY CERTIFY, that:

I am familiar with the facts herein certified and duly authorized to certify the same:

At the regular meeting of the Board of Directors of the said Corporation duly convened and held on _____ at which meeting a quorum was present and acting throughout, the following resolutions were approved, and the same have not been annulled, revoked and amended in any way whatever and are in full force and effect on the date hereof:

RESOLVED, that _____ be, as it hereby is,
(Name of the Company)

authorized to participate in the bidding of the project: JANITORIAL SERVICES FOR A PERIOD OF ONE (1) YEAR (2025-2026) IN UP VISAYAS CAMPUSES (ILOILO CITY, MIAGAO, AND PANDAN, ANTIQUE) (ITB-2024-026)

of the **University of the Philippines Visayas**; and that if awarded the Contract shall enter into a contract with the **University of the Philippines Visayas**; and in connection therewith hereby appoints _____, acting as duly
(Name of the authorized representative)

authorized and designated representative of _____, are
(Name of the Company)

granted full power and authority to do, execute and perform any and all acts necessary and/or to represent _____ in the bidding as fully and
(Name of the Company)

effectively as the _____ might do if personally
(Name of the Company)
present with full power of substitution and revocation and hereby satisfying and confirming all that my said representative shall lawfully do or cause to be done by virtue hereof;

RESOLVED FURTHER THAT, the Board hereby authorizes its President to:

execute a waiver of jurisdiction whereby the _____
(Name of the Bidder/Company)

hereby submits itself to the jurisdiction of the Philippine Government and hereby waives its right to question the jurisdiction of the Philippine courts;

execute a waiver that the _____ shall not seek
(Name of the Bidder/Company)

and obtain writ of injunctions or prohibition or restraining order against the AFP or any other agency in connection with this Contract to prevent and restrain the bidding procedures

related thereto, the negotiating of and award of a contract to a successful bidder, and the carrying out of the awarded contract

WITNESS the signature of the undersigned as such officer of the said company this _____ day of _____, 2023.

Corporate Secretary

ACKNOWLEDGMENT

SUBSCRIBED AND SWORN to before me this ___ day of _____, 2023 affiant exhibited to me his/her Community Tax Certificate No. _____ issued on _____ at _____, Philippines.

Notary Public

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of _____.

Note: The Authority of the Signature is a requirement in the Technical Envelope. For Single Proprietorship, there must be an affidavit of the owner or a Special Power of Attorney; for Partnership, a partnership resolution from the General Manager or President; for Corporation, a board resolution with secretary's certificate; for Joint Venture, a resolution signed by all the joint-venture partners.

COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY

- A. Summary of the Applicant Supplier’s/Distributor’s/Manufacturer’s assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped “RECEIVED” by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

Year 20 _____		Amount (Php)
1	Total Assets	
2	Current Assets	
3	Total Liabilities	
4	Current Liabilities	
	Net Worth (1-3)	
	Net Working Capital (2-4)	

- B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC= [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements (AFS) submitted to the BIR.

The Bidder shall attach the AFS to the NFCC Computation for Eligibility Check Form.

NFCC=Php _____

Submitted By:

Name of the Firm/Contractor

Signature of Authorized Representative

NOTE:

If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the requirements.

Bid Form for the Procurement of Goods*[shall be submitted with the Bid]***BID FORM**

Date : _____

Project Identification No. : _____

To: UNIVERSITY OF THE PHILIPPINES VISAYAS

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

If our Bid is accepted, we undertake:

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

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

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

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

(if none, state "None")]

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

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

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

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

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

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page ___ of ___

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	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)

Name: _____

Legal Capacity: _____

Signature: _____

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

University of the Philippines
Diliman Quezon City

QUESTIONNAIRE FOR PROSPECTIVE BIDDERS
(additional requirement for eligibility)

1. Have you ever participated in any bidding in the University of the Philippines System?

Yes	No

If YES, fill up the table below. Use additional pages if necessary.

Constituent University/ UP Campus	Name of Project	Amount of Project	Duration Start/ End	Status (On-going/ completed)

2. Has your company ever been suspended or blacklisted by the University of the Philippines System?

Yes	No

If YES, fill up the table below. Use additional pages if necessary.

Constituent University/ UP Campus	Name of Project	Amount of Project	Duration Start/ End	Status (On-going/ lifted)

3. Has your company ever been suspended or blacklisted by any government agency or private company?

Yes	No

If YES, fill up the table below. Use additional pages if necessary.

Constituent University/ UP Campus	Name of Project	Amount of Project	Duration Start/ End	Status (On-going/ lifted)

4. Has there ever been any project of your company in the University of the Philippines that was terminated by Administration?

YES	NO	NA

If YES, fill up the table below. Use additional pages if necessary.

Constituent University/ UP Campus	Name of Project	Reason for termination	Date of Termination

5. Do you certify that all documents submitted by your company and personnel are authentic?

Yes	No

6. Is there any pending investigation and/or case filed against your company or your personnel to any court or any similar institutions in relation to any government contracts awarded to your company? In relation to practice of profession of any personnel?

Yes	No

If YES, fill up the table below. Use additional pages if necessary.

For Company

Case Filed	Where Filed	Data Filed	Status (On-going/resolved)	Remarks

For Personnel

Name of Personnel & Designation	Case Filed	Where Filed	Data Filed	Status (On-going/resolved)	Remarks

I hereby certify that all statements and information provided herein are complete, true and correct.

Name & Signature of Bidder's: _____

Authorized Representative: _____

Official Designation: _____

Company: _____

Date: _____

ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2023, affiant exhibited to me his/her Community Tax Certificate No. _____ issued on _____ at _____, Philippines.

Notary Public
Until 31 December 2023
PTR No. : _____
Issued at : _____
Issued on: _____
TIN No. : _____

Doc. No. _____
Page No. _____
Book No. _____
Series of _____



UNIVERSITY OF THE PHILIPPINES VISAYAS

BIDS AND AWARDS COMMITTEE

Miagao, Iloilo, Philippines 5023
Telephone/Telefax Nos. (033)3159858 (SITELCO)
email:sps@upv.edu.ph

CERTIFICATE OF SITE INSPECTION

This is to certify that _____ a representative
of _____ has conducted a site inspection on the
project:

JANITORIAL SERVICES FOR A PERIOD OF ONE (1) YEAR (2025-2026) IN UP
VISAYAS CAMPUSES (ILOILO CITY, MIAGAO, AND PANDAN, ANTIQUE) (ITB-
2024-026)

This certification is issued in connection for the bidding scheduled on 10:30AM, 10 January 2025.

UPV AUTHORIZED REPRESENTATIVE

Date:_____

BREAKDOWN OF COMPUTATION COST PER JANITOR.

Name of Project: JANITORIAL SERVICES FOR A PERIOD OF ONE (1) YEAR (2025-2026) IN UP VISAYAS CAMPUSES (ILOILO CITY, MIAGAO, AND PANDAN, ANTIQUE) (ITB-2024-026)

I. Ordinary Janitor/Janitress	
Wage Order No. RB VI -28 Minimum Wage P 513. 00 per day	
Category : Janitor Daily Wage (P 513 / day)	
A. Direct to janitor:	
Monthly Basic Pay (26 days)	
13 th Month Pay (Monthly Basic Pay/12)	
Five Days Incentive Pay ((Daily Wage x 5)/12)	
SSS Premium (P1,092.50/mo. by Employer & P 517.50/mo by Employee as per SSS Circular 2022-033)	
Philhealth (PhilHealth Circular No. 2009-009: Monthly Basic Pay x 4% for year 2024; half will be paid by employer and half by employee)	
ECC (ECC CIRCULAR NO. 2019-01)	
Pag Ibig Fund (200/mo.;half will be paid by employer and half by employee)	
B. Supplies/ Materials/employee/ month	
Sub total	
C. 10% Administrative Cost and Profit/employee/mo.	
Sub-total per Employee (Php)	
D. 12% VAT (12% of Cost of janitors+Supplies/materials+Overhead/Profit)	
Total per Employee/mo. (Php)	
II. Skilled Janitor (Electrical/Plumbing)	
Category : Skilled Janitor (P743 / day)	
A. Direct to janitor:	
Monthly Basic Pay (26 days)	
13 th Month Pay (Monthly Basic Pay/12)	
Five Days Incentive Pay ((Daily Wage x 5)/12)	

SSS Premium (P1,852.50/mo. by Employer & P 877.50/mo by Employee as per SSS Circular 2022-033)	
Philhealth (PhilHealth Circular No. 2009-009: Monthly Basic Pay x 4% for year 2023; half will be paid by employer and half by employee)	
ECC (ECC CIRCULAR NO. 2019-01)	
Pag Ibig Fund (200/mo.;half will be paid by employer and half by employee)	
B. Supplies/ Materials/employee/ month	
Sub total	
C. 10% Administrative Cost and Profit/employee/mo.	
Sub-total per Employee (PhP)	
D. 12% VAT (12% of Cost of janitors+Supplies/materials+Overhead/Profit)	
Total per Employee/mo. (PhP)	
Total Cost for 79 employees (reg. jan.) for one year (incl. of wages, benefits, premiums, etc.)	
Total Cost for 1 employees (skilled jan.) for one year (incl. of wages, benefits, premiums, etc.)	

Bidder's Signature

Printed Name

Name of Company

Address

Telephone Number